

**AGREEMENT FOR  
DISASTER MANAGEMENT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Hagerty Consulting Services, Inc., an Illinois corporation authorized to do business in the State of Florida, whose address is 1618 Orrington Avenue, Suite 201, Evanston, IL, 60201, and whose federal tax identification number is 37-1431085, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase disaster management services from the Vendor in connection with "Disaster Management Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP190164RJD on June 7, 2019 (the "Solicitation"); 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 Intended Decision on September 11, 2019; 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 services for the Purchase in accordance with the project Detailed Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike as set forth in the herein attached and incorporated EXHIBIT "E," entitled "PROJECT FUNDING PACKAGE," which shall be inclusive of original Solicitation with Vendor's executed proposal documents, grant funding provisions, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a three (3) year period. There may be an option to extend this Agreement upon the mutual written agreement of both the County and the Vendor at the time of extension or renewal for three (3) additional one (1) year periods. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

## **III. COMPENSATION AND PAYMENT**

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

## **IV. METHOD OF PAYMENT**

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

**V. ADDITIONAL PURCHASES**

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

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

**VI. LIABILITY OF VENDOR**

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

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

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

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

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

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

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

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

**IX. OWNERSHIP OF PRODUCTS**

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

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

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

**XI. COMPLIANCE WITH APPLICABLE LAW**

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

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work

stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

#### **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.



- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Katie Freeman  
 Title: Director of Operations  
 Address: 1618 Orrington Avenue, Suite 201  
Evanston, IL 60201  
 Telephone: 847-492-8454 x 119  
 Facsimile: 847-492-8454  
 E-mail: [katie.freeman@hageptyconsulting.com](mailto:katie.freeman@hageptyconsulting.com)

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u>	<u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></u>

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

[The remainder of this page intentionally left blank.]

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

WITNESS:  
Signed By: *Brodley R. Grining*  
Print Name: Brodley R. Grining

**HAGERTY CONSULTING SERVICES, INC.**  
Signed By: *Stephen H. Hagerty*  
Print Name: Stephen H. Hagerty  
Title: President  
Date: 10/10/2019

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *Brian Hamman*  
Brian Hamman, Acting Chair Vice Chair

DATE: 12/9/19

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: *Theresa King*  
**DEPUTY CLERK**



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

BY: *J. C. Lira*  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A DETAILED SPECIFICATIONS**

### **1. GENERAL SCOPE OF PROJECT**

1.1 The Vendor shall provide to the County disaster management and administration services, on an as needed basis, in accordance with the requirements stated herein. These services shall include consulting, representation, assistance, and support with monitoring the County's recovery efforts and compliance and reporting responsibilities with federal and state government requirements to include the programs listed herein but not limited to Federal Highway Administration (FHWA) – Emergency Relief Program, Community Development Block Grant Disaster Recovery (CDBG-DR), Federal Emergency Management Agency (FEMA), and the State of Florida (State).

### **2. DETAILED SCOPE OF WORK, DELIVERABLES, AND PROVISIONS**

2.1. The Vendor shall provide services designed to maximize disaster assistance funding, expedite the process, and retain funds during project closeout and audit.

2.2. The Vendor shall be responsible for providing services, upon issuance of a County work authorization, including but not limited to, the following services associated with pre and post disaster management, administration, and compliance services:

2.2.1 Provide assistance and advisory services related to the event identified or potential event. Provide assistance with regard to disaster assistance and management of any type needed including, but not limited to, response, preliminary damage assessments, recovery, planning, training, and exercise. Additionally, upon request the Vendor shall assist County personnel with preparing a program management plan.

2.2.2 Provide an annual evaluation of the current payroll tracking system used within the County and provide written findings and/or recommendations, as needed, for document compliance of current State and/or Federal disaster reimbursement requirements, including reimbursement of volunteer hour credit.

2.2.3 Provide assistance in the development of a disaster-recovery team.

2.2.4 Upon request by the County, provide a minimum of eight (8) hours of training, to County personnel, in relation to the services requested in this Agreement.

2.2.5 The Vendor shall develop and implement comprehensive recovery strategies designed to maximize federal and state assistance.

2.2.6 Provide continued assistance and advice to the disaster-recovery team as appropriate and participate in meetings upon request of county authorized personnel.

2.2.7 Provide expert programmatic and policy advice on federal disaster relief programs.

2.2.8 Provide extensive knowledge, experience, and technical competence in dealing with federal and state regulations and/or requirements. Assist the County during applicant's briefings with FEMA, FHWA, CDBG-DR, and the State, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the County during the grant process.

- 2.2.9 The Vendor shall review solicitations, contracts, and purchasing documentation to ensure compliance with federal and state regulations, as requested.
- 2.2.10 Provide assistance with correspondence to FEMA, FHWA, CDBG-DR, and the State, as well as, generate requests for time extensions when necessary, so eligibility is not forfeited.
- 2.2.11 Provide assistance in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk for future events. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- 2.2.12 The Vendor shall review eligibility issues and work with the County to develop justifications for presentation to FEMA, FHWA, CDBG-DR, and the State. Progressively work with authorized County personnel to resolve disputes with FEMA, FHWA, CDBG-DR, and the State, including the preparation of appeals or responses to arbitration if necessary. Generate Project Worksheet amendments requesting changes as agreed through resolution discussions or first appeals.
- 2.2.13 Provide assistance in developing programmatic document control, establishing a file retention system, tracking costs, and data management processes to insure disaster records are complete and ready for audit. Coordinate and manage deliverables with FEMA, FHWA, CDBG-DR, and the State, as well as assist with quarterly reporting to FEMA, FHWA, CDBG-DR, and the State.
- 2.2.14 Provide assistance in compiling and summarizing costs for presentation to FEMA, FHWA, CDBG-DR, and the State, as requested.
- 2.2.15 Collaborate with the County on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.), information gathering (photo document damages, gather records, drawings, insurance policies, historical photos/videos, etc.), project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet), project submittals (draft and submit small and large Project Worksheets to FEMA, FHWA, CDBG-DR, and the State).
- 2.2.16 Provide assistance in the compilation of documentation for Project Worksheets, and identify permit and regulatory requirements necessary to complete Project Worksheets. Provide assistance and oversight, as needed, to departments that have difficulty completing necessary documentation.
- 2.2.17 Collaborate with the County to resolve disputes that may arise, to include but not be limited to, FEMA, FHWA, CDBG-DR, and the State, or any outside funding agency.
- 2.2.18 Provide guidance to the County of any potential issues related to inter-agency funding conflicts.
- 2.2.19 Provide grant closeout services to ensure funding is retained. Upon completion of all projects and drawdowns of reimbursement for all eligible costs, assist with finalizing

preparations for FEMA, FHWA, CDBG-DR, and/or the State final inspections and audits. Participate in exit conferences with FEMA, FHWA, CDBG-DR, and the State, if required.

2.2.20 The Vendor shall establish and provide comprehensive project timelines for compiling documents, preparing and submitting worksheets, and addressing request for information requests issued by reimbursing agency.

2.2.21 The Vendor shall provide written monthly project status updates to include task specific updates and action items, as required.

3. **HOUSING AND COMMUNITY DEVELOPMENT ACT AND SECTION 3 REQUIREMENTS**

This Agreement is subject to Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations, notices, and requirements now issued or hereafter issued by the Department of Housing and Urban Development pursuant to the Act and applicable to services rendered under this Agreement.

*Section 3.* This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448) and implementing regulations at 24 CFR Part 135, as may be amended during the term of this Agreement. Pursuant to 24 CFR § 135.38, the Vendor or Subrecipient agrees to the following:

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.
3. The Vendor or Subrecipient agrees to send to each labor organization or representative of workers with which the Vendor or Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Vendor's or Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Vendor or Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Vendor or Subrecipient will not subcontract with any

Subcontractor where the Vendor or Subrecipient has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The Vendor or Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Vendor or Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Vendor's or Subrecipient's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

End of Detailed Specifications

**EXHIBIT B  
FEE SCHEDULE**

<b>DISASTER MANAGEMENT SERVICES</b>	
<b>Labor Category</b>	<b>Hourly Rate (Fully Loaded)</b>
Senior Project Executive	\$235.00
Project Executive	\$200.00
Senior Subject Matter Expert	\$225.00
Subject Matter Expert	\$200.00
Senior Project Manager	\$175.00
Project Manager	\$150.00
Engineer / Scientist III	\$175.00
Senior Engineer / Planner / Analyst	\$145.00
Engineer / Planner / Analyst	\$110.00
Damage Assessment Estimator III	\$180.00
Senior Damage Assessment Estimator	\$150.00
Damage Assessment Estimator	\$110.00
Financial Management Specialist III	\$190.00
Senior Financial Management Specialist	\$150.00
Financial Management Specialist	\$110.00
Grant Management Specialist III	\$170.00
Senior Grant Management Specialist	\$135.00
Grant Management Specialist	\$110.00
Recovery Consultant IV	\$180.00
Recovery Consultant III	\$160.00
Recovery Consultant II	\$140.00
Recovery Consultant I	\$110.00
Analyst	\$105.00
Senior Administrator	\$80.00
Administrative Assistant	\$60.00



**ATTACHMENT NO. 2 TO EXHIBIT B**

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

<b>ITEM</b>	<b>BASIS OF CHARGE</b>
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.58/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: In accordance with the USGSA Code per Florida Statute 112.061. M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	Most recent posted rates for Fort Myers, FL
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" 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 (i.e. film/developing):	
<p><b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals). All approved expenses will be reimbursed at actual cost except for meals, mileage, and gratuity, which shall be reimbursed in accordance with the most recent USGSA Code per Florida Statute 112.061.</b></p> <p><b>Breakfast-when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.</b></p> <p><b>Lunch-when travel begins before 12:00 P.M. and extends beyond 2:00 P.M.</b></p> <p><b>Dinner-when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.</b></p> <p><b>Tips and Gratuities</b> Pursuant to Florida Administrative Code Rule 69I-42.010, tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida)</p> <p><b>Taxi – actual tips not to exceed 15% of fare</b></p> <p><b>Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.</b></p> <p><b>Portage – not to exceed \$1.00 per bag or total of \$5.00</b></p>	
<p>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.</p>	

## EXHIBIT C INSURANCE REQUIREMENTS



### Lee County Insurance Requirements

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

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

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

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

\$1,000,000 combined single limit (CSL)  
\$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."*



**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.

**EXHIBIT D  
VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

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

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

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

Date October 10, 2019

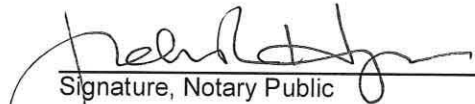
  
Signature

STATE OF ILLINOIS  
COUNTY OF COOK

Stephen H. Hegerly, President  
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me 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

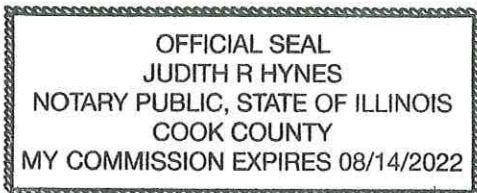


EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 3-6-19



Advertise Date: Friday, June 07, 2019

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP190164RJD  
Solicitation Name: Disaster Management Services  
Open Date/Time: Tuesday, July 09, 2019 Time: 2:30 PM  
Location: Lee County Procurement Management  
1500 Monroe Street 4th Floor  
Fort Myers, FL 33901  
Procurement Contact: Robin Dennard Title Procurement Analyst  
Phone: (239) 533-8881 Email: rdennard@leegov.com  
Requesting Dept. COUNTY WIDE

Pre-Solicitation Meeting:  
Type: No meeting scheduled at this time

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

**FEMA**

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

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Friday, June 07, 2019

**Notice to Contractor / Vendor / Proposer(s)**  
**RFP#RFP190164RJD, Disaster Management Services**

**REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for  
**RFP190164RJD, Disaster Management Services**

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

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**2:30 PM Tuesday, July 09, 2019**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://www.Leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.Leegov.com/procurement](http://www.Leegov.com/procurement). It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**There will be no Pre-proposal Conference for this RFP**

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

Robin Dennard, [rdennard@LeeGov.com](mailto:rdennard@LeeGov.com)

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Cepero".

Lindsay Cepero, CPPB  
Procurement Manager

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

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

**Terms and Conditions**  
**Request for Proposal**

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1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Ordinance 18-22
  - 2.1.3. Special Conditions and Supplemental Instructions
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Policy Ordinance 18-22
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

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- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
  - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
  - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2. **Local Business Tax:** If applicable, provide with proposal.
  - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
  - 4.2. **Submission Format:**
    - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
    - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
    - 4.2.3. Should not contain links to other Web pages.
  - 4.3. **Preparation Cost:**
    - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
  - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
  - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
    - 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
    - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
    - 6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.



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- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
7. **PRE-SOLICITATION CONFERENCE**
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.
8. **COUNTY INTERPRETATION/ADDENDUMS**
- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on [www.lee.gov/procurement](http://www.lee.gov/procurement). It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. **QUALITY GUARANTEE/WARRANTY (as applicable)**
- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

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10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

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- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

**15. CONFLICT OF INTEREST**

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

- 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.

- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

**16. ANTI-LOBBYING CLAUSE (Cone of Silence)**

- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

**17. DRUG FREE WORKPLACE**

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

**18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)**

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.
- 18.2. Bidder/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.

**19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of

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2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**20. SUB-PROPOSER/CONSULTANT**

- 20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

**21. RFP - PROJECT GUIDELINES**

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

**22. RFP – EVALUATION**

- 22.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
  - 22.1.1. Each Ranking is derived by the individual committee member’s scores being totaled and then ranked with the highest “score” being “ranked” first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.

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22.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an "Over-all Ranking." During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making "Over-all Ranking" order as Proposer A ranked 1, Proposer B ranked 2.

22.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)

**22.2. Evaluation Meeting(s):**

22.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.

22.2.2. Evaluation 2: Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.

22.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.

22.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending.)

**23. RFP – SELECTION PROCEDURE**

23.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.

23.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

23.4. The Procurement Management Director reserves the right to exercise their discretion to:

23.4.1. Make award(s) to one or multiple proposers.

23.4.2. Waive minor informalities in any response;

23.4.3. Reject any and all proposals with or without cause;

23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

**24. RFP – TIEBREAKER**

24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

24.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup>. place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.

24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.

24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

**25. RFP – EVALUATION/ SELECTION COMMITTEE**

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- 25.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project. If applicable, the Selection Committee may choose to short-list Proposers/Firms to be interviewed to determine final selection.

**26. WITHDRAWAL OF PROPOSAL**

- 26.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
  - 26.3.1. The proposer acted in good faith in submitting the proposal,
  - 26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
  - 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
  - 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

**27. PROTEST RIGHTS**

- 27.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website ([www.lee.gov/procurement](http://www.lee.gov/procurement)). Bidders are solely responsible to check for information regarding the Solicitation.
- 27.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 27.4. In order to preserve the right to protest, a written **"Notice Of Intent To File A Protest" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
  - 27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
  - 27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 27.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond" and "Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 27.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

**28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**

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

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**29. CONTRACT ADMINISTRATION**

**29.1. Designated Contact:**

29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

29.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

**29.2. RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

29.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**

29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.

29.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

**29.3. RFP – Basis of Award:**

29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

**29.4. Agreement/Contract:**

29.4.1. 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>.

**29.5. Records:**

29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

29.5.2.1. Keep and maintain public records required by the County to perform the service.

29.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

29.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

29.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY**

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**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>.**

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

**29.6. Termination:**

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

29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.

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

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

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

29.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

**30. WAIVER OF CLAIMS**

30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

**31. LEE COUNTY PAYMENT PROCEDURES**

31.1. All vendors are requested to mail an original invoice to:

**Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238**

31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

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

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

**32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)**



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- 32.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
33. DEBRIS DISPOSAL (if applicable)
- 33.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
34. SHIPPING (if applicable)
- 34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 34.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
35. INSURANCE (AS APPLICABLE)
- 35.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section

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Insurance Guide:



Lee County Insurance Requirements

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

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

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

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

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

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

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

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

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**Verification of Coverage:**

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

a. 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.

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End of Insurance Guide section

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

**1.0 FEDERAL FUNDING:**

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

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

**2.0 EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**3.0 MAINTENANCE OF RECORDS:**

- a. The Contractor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of termination of this Agreement, or for such period is required by law.
- b. Contractor shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- e. Contractor shall retain all records associated with this solicitation and any Agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- f. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this Agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Contractor and at the expense of the County.

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**4.0 PURPOSE:**

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

**5.0 SUBCONTRACTS:**

The selected firm must require compliance with all federal requirements of all subcontractors performing work for Prime Vendor/Contractor under this Agreement, by including these federal requirements in all contracts with subcontractors.

**6.0 CONFLICT OF INTEREST:**

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

**7.0 APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II:**

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

**8.0 CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT:**

The successful firm awarded a contract in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**9.0 CONTRACT WORK HOURS & SAFETY STANDARDS (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 C.F.R. 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. 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.

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

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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.

**10.0 SUSPENSION AND DEBARMENT:**

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

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

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

**11.0 BYRD ANTI-LOBBYING AMENDMENT:**

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

**12.0 RECOVERED MATERIALS:**

Contractor 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**13.0 DHS SEAL, LOGO, AND FLAGS:**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**14.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS:**

This is an acknowledgment that FEMA financial assistance will be used only to fund the services provided under this solicitation. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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**15.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT:**

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Solicitation.

**16.0 FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:**

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors actions pertaining to this solicitation.

**17.0 OTHER REMEDIES AND RIGHTS:**

Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Contractor.

**18.0 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

**Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal.**

Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Vendors are also required to provide the Lee County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.**

**If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

**19.0 TERMINATION FOR CAUSE AND/OR CONVENIENCE:**

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



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

**20.0 ENERGY POLICY AND CONSERVATION ACT:**

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

**21.0 REMEDIES:**

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

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

- Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

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

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

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**23.0 REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS:**

In general, the Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

**24.0 CHANGES**

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

**25.0 All contracts awarded by a recipient shall contain the following provisions as applicable.**

**Notice: Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.**

End of Supplemental Conditions

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**SPECIAL CONDITIONS**

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

**1. LOCAL VENDOR PREFERENCE EXCLUSION**

1.1 Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contained herein are non-applicable to this solicitation and subsequent Agreement and/or purchase order(s).

**2. PROJECT TERM**

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

**3. FEMA REIMBURSEMENT**

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

**4. CONDUCT**

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

**5. TRAVEL EXPENSES BILLING AND REIMBURSEMENT**

5.1 The Vendor shall, in addition to the hourly rate as set forth within the Agreement documents, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel when performing services under this agreement. All requests for reimbursement must be accompanied by copies of receipt(s) or other reasonable documentation showing payment by the vendor.

5.2 All approved expenses will be reimbursed at actual cost except for meals, mileage and gratuity, which shall be reimbursed as further described below.

5.3 Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.

5.4 Breakfast-when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.

5.5 Lunch-when travel begins before 12:00 noon and extends beyond 2:00 P.M.

5.6 Dinner-when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.

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- 5.7 Mileage shall be paid pursuant to USGSA Code, and said rate shall be amended from time to time to be consistent with the USGSA Code change.
- 5.8 Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency.
- 5.9 Tips and Gratuities
  - 6.9.1 Pursuant to Florida Administrative Code Rule 69 1-42.010, tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida).
    - 6.9.1.1 Taxi- actual tips not to exceed 15% of fare.
    - 6.9.1.2 Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
    - 6.9.1.3 Portage – not to exceed \$1.00 per bag or total of \$5.00
- 6. **COST BREAKDOWN NOTICE**
  - 6.1 The Vendor shall be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

End of Special Conditions

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**LEE COUNTY, FLORIDA**  
**DETAILED SPECIFICATIONS**  
**FOR**  
**RFP190164RJD**  
**Disaster Management Services**

**1. GENERAL SCOPE OF PROJECT**

1.1 The Lee County Board of County Commissioners, hereinafter referred to as the “County” is requesting proposals from qualified firms, hereafter referred to as “Vendor” to establish an Agreement for technical and professional services to provide disaster management and administration services, on an as needed basis, in accordance with the requirements stated herein. These services shall include consulting, representation, assistance, and support with monitoring the County’s recovery efforts and compliance and reporting responsibilities with federal and state government requirements.

**2. DETAILED SCOPE OF WORK, DELIVERABLES, AND PROVISIONS**

- 2.1. The County is seeking a qualified Vendor to provide services designed to maximize disaster assistance funding, expedite the process, and retain funds during project closeout and audit.
- 2.2. The Vendor shall be responsible for providing services, upon issuance of a County work authorization, including but not limited to, the following services associated with pre and post disaster management, administration, and compliance services:
- 2.2.1 Provide assistance and advisory services related to the event identified or potential event. Provide assistance with regard to disaster assistance and management of any type needed including, but not limited to, response, preliminary damage assessments, recovery, planning, training, and exercise. Prepare program management plan.
  - 2.2.2 Provide an annual evaluation of the current payroll tracking system used within the County and provide written findings and/or recommendations, as needed, for document compliance of current State and/or Federal disaster reimbursement requirements, including reimbursement of volunteer hour credit.
  - 2.2.3 Provide assistance in the development of a disaster-recovery team.
  - 2.2.4 Upon request, provide a minimum of eight (8) hours of training, to County personnel, in relation to the services requested in this contract.
  - 2.2.5 Develop and implement comprehensive recovery strategies designed to maximize federal and state assistance.
  - 2.2.6 Provide continued assistance and advice to the disaster-recovery team as appropriate and participate in meetings upon request of county authorized personnel.
  - 2.2.7 Provide expert programmatic and policy advice on federal disaster relief programs.
  - 2.2.8 Provide extensive knowledge, experience, and technical competence in dealing with federal and state regulations and/or requirements. Assist the County during applicant’s briefings with Federal Emergency Management Agency (FEMA) and the State, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the County during the grant process.
  - 2.2.9 Review solicitations, contracts, and purchasing documentation to ensure compliance with federal and state regulations, as requested.

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- 2.2.10 Provide assistance with correspondence to the State and FEMA, as well as, generate requests for time extensions when necessary, so eligibility is not forfeited.
- 2.2.11 Provide assistance in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk for future events. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- 2.2.12 Review eligibility issues and work with the County to develop justifications for presentation to FEMA and the State. Progressively work with authorized County personnel to resolve disputes with FEMA and the State, including the preparation of appeals or responses to arbitration if necessary. Generate Project Worksheet amendments requesting changes as agreed through resolution discussions or first appeals.
- 2.2.13 Provide assistance in developing programmatic document control, establishing a file retention system, tracking costs, and data management processes to insure disaster records are complete and ready for audit. Coordinate and manage deliverables with FEMA and the State, as well as assist with quarterly reporting to FEMA and the State.
- 2.2.14 Provide assistance in compiling and summarizing costs for presentation to FEMA and the State as requested.
- 2.2.15 Collaborate with the County on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.), information gathering (photo document damages, gather records, drawings, insurance policies, historical photos/videos, etc.), project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet), project submittals (draft and submit small and large Project Worksheets to FEMA and the State).
- 2.2.16 Provide assistance in the compilation of documentation for Project Worksheets, and identify permit and regulatory requirements necessary to complete Project Worksheets. Provide assistance and oversight, as needed, to departments that have difficulty completing necessary documentation.
- 2.2.17 Collaborate with the County to resolve disputes that may arise, to include but not be limited to, the State, FEMA, or any outside funding agency.
- 2.2.18 Provide guidance to the County of any potential issues related to inter-agency funding conflicts.
- 2.2.19 Provide grant closeout services to ensure funding is retained. Upon completion of all projects and drawdowns of reimbursement for all eligible costs, assist with finalizing preparations for FEMA and/or State final inspections and audits. Participate in exit conferences with FEMA and the State, if required.
- 2.2.20 The Vendor shall establish and provide comprehensive project timelines for compiling documents, preparing and submitting worksheets, and addressing request for information requests issued by reimbursing agency.
- 2.2.21 The Vendor shall provide written monthly project status updates to include task specific updates and action items, as required.

End of Detailed Specifications

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**SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

**1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **15 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

**1.4**

**Introduction**

- Project RFP Number & Name
- Firm's Name & Principal Address
- Firm's Contact Person & Information (phone, fax and email address)

**TAB 1: Qualifications of Company**

- Provide a description of your Firm's experience that adequately demonstrates your Firm's training, experience, and success in implementing federal and/or state disaster management services. Respondents must have experience related to federally funded disaster recovery programs and success in implementing disaster management services to include advisory, consulting, training, and project management services.

**TAB 2: Company Relevant Experience & Reference**

- Provide details of a maximum of three (3) projects/clients to which your Firm provided services similar in scope and size to that being requested through this solicitation that your Firm has completed recently or currently manages. Details for each project/client provided should include:
  - Client Name
  - Client Address
  - Client Contact Information
    - Point of contact Name, Phone, and Email
  - Brief description of work and/or services provided.
  - Contract start date
  - Contract finish date (if applicable)

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- Provide a statement of understanding that your Firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

**TAB 3: Plan of Approach**

- Provide a detailed Plan of Approach that outlines a clear, straightforward methodology to staffing and working with the County to provide expert/strategic advisory and compliance support services. Firms shall identify key goals and objectives, and methods for achieving high standards for the delivery of services, in expectation of meeting or exceeding these goals. Be specific on how your Firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

**TAB 4: Personnel**

- Provide a detailed description of the Firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the requested services and include details that demonstrate individual's knowledge and understanding of the types of services to be performed, as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director whom shall be authorized and responsible to act on behalf of the Firm with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your Firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of the proposed **specific** project management team to be assigned to the Lee County contract.  
*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person. \**

**TAB 5: Detailed Proposal**

- **Price Scoring:** Firms shall provide a Detailed Proposal on your company letterhead that includes a detailed description of proposed personnel that make up the annual services expected to be received from the County through this Agreement.
- Detailed Proposal should include fully loaded hourly rate for proposed personnel to complete the deliverables as detailed within section two of the Scope of Work, Deliverables and Provisions.
  - **PERSONNEL HOURLY RATE**
    - Proposed hourly rates shall be fully loaded rates inclusive of all labor, overhead costs, fringe benefits, general and administrative expenses, profit, and any other incidental costs required to perform and complete all work as specified in the Contract documents. Material, travel, and/or equipment may be negotiated and invoiced as separate pay items.
    - Provide rate for anticipated personnel such as:
      - Project Manager
      - Senior Consultant
      - Assistant Consultant
      - Administrative Specialist
      - FEMA Specialist
      - Project Inspector



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- Proposers may list additional personnel as part of their Detailed Proposal.
- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. The County does however reserve the right to negotiate pricing with the number 1 selected Firm as a condition of award.

**TAB 6: Required Forms**

- Forms 1-10

**2. SCORING CRITERIA & WEIGHT**

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	30
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	20
3	PLAN OF APPROACH (TAB 3)	30
4	PERSONNEL (TAB 4)	10
5	DETAILED PROPOSAL (TAB 5)	10
<b>TOTAL POINTS</b>		<b>100</b>
*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.		

**3. RFP SUBMISSION SCHEDULE**

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, June 7, 2019	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, July 9, 2019	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	2:00 PM
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Commission Meeting	TBD	TBD
<p><b>Additional notes on Submission Schedule:</b></p> <ul style="list-style-type: none"> <li>• <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li>• <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i></li> </ul> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 1500 Monroe Street, Fort Myers, FL 33901 – 4<sup>th</sup> Floor Procurement Management.</i></p>		

End of Section

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**FORMS DESCRIPTION & INSTRUCTIONS**  
**REQUEST FOR PROPOSAL (NON-CCNA)**

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

**Form #**    **Title/Description**

***1***        ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

***1a***        ***Proposal Form***

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

**\***            ***Business Relationship Disclosure Requirement (if Applicable)***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

***2***        ***Affidavit Certification Immigration Laws***

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

***3***        ***Reference Survey***

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package.**
6. Failure to obtain reference surveys may make your company non-responsive.

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**4**     *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

**5**     *Affidavit Principal Place of Business*

Certifies proposer’s location information.

**6**     *Sub-Contractor List* (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

**7**     *Public Entity Crimes Form (Required form)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

**8**     *E-Verify Program (Immigration Law)*

Self-explanatory

**9**     *Form LLL – Disclosure of Lobbying Activities*

Self-explanatory

**\***     *Proposal Label* (Required)

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

*Include any licenses or certifications requested*

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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

EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 3-6-19

Form 1 - Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT  
SOLICITATION RESPONSE FORM

Date Submitted: 7/9/2019 Deadline Date: 7/9/2019

SOLICITATION IDENTIFICATION: RFP190164RJD

SOLICITATION NAME: Disaster Management Services

COMPANY NAME: Hagerty Consulting, Inc.

NAME & TITLE: (TYPED OR PRINTED) Katie Freeman, Director of Operations

BUSINESS ADDRESS: (PHYSICAL) 1618 Orrington Ave., Suite 201, Evanston, IL 60201

CORPORATE OR MAILING ADDRESS:

SAME AS PHYSICAL

**ADDRESS MUST MATCH SUNBIZ.ORG**

E-MAIL ADDRESS: katie.freeman@hagertyconsulting.com

PHONE NUMBER: 847-492-8454 x119 FAX NUMBER: 847-859-1710

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. 1 Dated: June 21, 2019 No. 2 Dated: June 28, 2019 No. 3 Dated: July 5, 2019

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: 37-1431085

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

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

Please submit a copy of your registration from the website [www.sunbiz.org](http://www.sunbiz.org) establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

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

2 **Scrutinized Companies Certification:**  
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.  
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 3.5.19

Form#1 - Solicitation Form, Page 2

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

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

Business Relationship Applicable (request form)       Business Relationship NOT Applicable

4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate.  Yes  No

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)**

Hagerty Consulting, Inc.

Company Name (Name printed or typed)

Katie Freeman

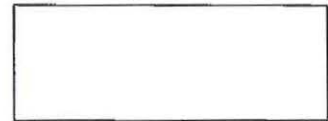
Authorized Representative Name (printed or typed)

Director of Operations

Authorized Representative's Title (printed or typed)



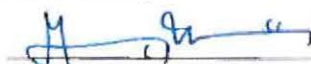
Authorized Representative's Signature



(Affix Corporate Seal if applicable)

Gregg Medley, Operations Managing Associate

Witnessed/Attested by: (Witness Secretary name and title printed or typed)



Witness Secretary Signature

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

EXHIBIT E  
PROJECT FUNDING PACKAGE

**Detail by Entity Name**

**Florida Profit Corporation**

Bill's Widget Corporation

**Filing Information**

Document Number 655555  
FE/EIN Number 5111111111  
Date Filed 09/22/1980  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATED ARTICLES  
Event Date Filed 07/25/2006  
Event Effective Date NONE

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

555 N Main Street  
Your Town, USA 99999  
Changed 02/11/2012

**Mailing Address**

555 N Main Street  
MYour Town, USA 99999  
Changed 02/11/2012

**Registered Agent Name & Address**

My Registered Agent  
111 Registration Road  
Registration, USA99999  
Name Changed: 12/14/2006  
Address Changed: 12/14/2006

**Officer/Director Detail**

**Name & Address**

Title P  
President, First  
555 AVENUE  
Anytown, USA99999  
Title V  
President, Second  
555 AVENUE  
Anytown, USA99999

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

v01/03/2018

Sample Only

### Detail by FEI/EIN Number

Foreign Profit Corporation  
HAGERTY CONSULTING SERVICES, INC.

**Cross Reference Name**

HAGERTY CONSULTING, INC.

**Filing Information**

**Document Number** F10000003279  
**FEI/EIN Number** 37-1431085  
**Date Filed** 07/20/2010  
**State** IL  
**Status** ACTIVE

**Principal Address**

1618 ORRINGTON AVE  
SUITE 201  
EVANSTON, IL 60201

Changed: 03/09/2011

**Mailing Address**

1618 ORRINGTON AVE  
SUITE 201  
EVANSTON, IL 60201

Changed: 03/09/2011

**Registered Agent Name & Address**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

Name Changed: 01/29/2018

Address Changed: 01/29/2018

**Officer/Director Detail**

**Name & Address**

Title PST

HAGERTY, STEPHEN H  
6 Milburn Park  
EVANSTON, IL 60201

Title Director

Altenbernd, Lisa  
6 Milburn Park  
SUITE 201  
EVANSTON, IL 60201

**Annual Reports**

EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 3-6-19

*Form 1a – Proposal Form*



Lee County Procurement Management  
**PROPOSAL FORM**

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

Solicitation # RFP190164RJD Solicitation Name Disaster Management Services

*Detailed Proposal, on Company letterhead, to be provided as part of and as described in project Submittal Requirements.*



## Tab 5: Detailed Proposal

The following provides an overview of Hagerty's hourly rates to support the County. Hagerty has had significant success recovering fees for consulting services for our clients from FEMA. Hagerty regularly advises our clients on FEMA's policies, regulations, practices, and procedures, including how to track costs, like Management Costs, to facilitate reimbursement for all eligible client costs, including contractor costs.

In collaboration with the County, we will develop a strategy for tracking these costs across all stakeholders, agencies, staff, consultants, and contractors. To do so, we will formally establish eligibility and tracking protocols with FEMA at the beginning of recovery, develop and implement the County-specific tracking methods and forms that utilize pre-existing and standard record keeping techniques and oversight structures, and ensure forms use terminology and categorizations that associate time to eligible and reimbursable tasks thus reducing risk for the County.

Hagerty understands the County will reimburse travel and other direct costs in alignment with the Federal Travel Regulation (FTR). As a result, Hagerty proposes a time-and-materials based contract with travel reimbursement based upon the General Services Administration (GSA)-approved per diem and lodging rates and FTR. This structure is fully compliant with FEMA programs and qualifies for reimbursement in the same manner as the labor component of this project. We believe this structure allows for optimal client service by aligning Hagerty and the County to focus on mobilizing staff with right skillsets to drive optimal financial results for the County. The following table presents the full schedule of proposed hourly rates.

*Table 1: Proposed Labor Categories and Hourly Pricing*

Labor Category	Staff Qualifications	Hourly Rate
<b>Senior Project Executive</b>	Experience of fifteen or more years with an advanced degree or fifteen or more years with a bachelor's degree. Demonstrates senior experience in management consulting.	\$235
<b>Project Executive</b>	Experience of twelve or more years with an advanced degree or fifteen or more years with a bachelor's degree. Demonstrates senior experience in management consulting.	\$200
<b>Senior Subject Matter Expert</b>	Experience of fifteen or more years in a specific subject or industry, or ten years' experience and more than one specialized advanced degree.	\$225
<b>Subject Matter Expert</b>	Experience of twelve or more years in a specific subject or industry, or eight years' experience and more than one specialized advanced degree.	\$200
<b>Senior Project Manager</b>	Experience of eight or more years with an advanced degree, or ten or more years with a bachelor's degree.	\$175
<b>Project Manager</b>	Experience of five or more years with an advanced degree, or eight or more years with a bachelor's degree.	\$150
<b>Engineer / Scientist III</b>	Experience of eight or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	\$175
<b>Senior Engineer / Planner / Analyst</b>	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	\$145
<b>Engineer / Planner / Analyst</b>	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. engineering, biology, ecology, construction management).	\$110

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

<b>Labor Category</b>	<b>Staff Qualifications</b>	<b>Hourly Rate</b>
<b>Damage Assessment Estimator III</b>	Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).	\$180
<b>Senior Damage Assessment Estimator</b>	Experience of six or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).	\$150
<b>Damage Assessment Estimator</b>	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. cost estimating, construction management).	\$110
<b>Financial Management Specialist III</b>	Experience of ten or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).	\$190
<b>Senior Financial Management Specialist</b>	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).	\$150
<b>Financial Management Specialist</b>	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology).	\$110
<b>Grant Management Specialist III</b>	Experience of eight or more years with a bachelor's degree, or three or more years with an advanced degree.	\$170
<b>Senior Grant Management Specialist</b>	Experience of four or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).	\$135
<b>Grant Management Specialist</b>	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).	\$110
<b>Recovery Consultant IV</b>	Experience of eight or more years with a bachelor's degree, or six or more years with an advanced degree.	\$180
<b>Recovery Consultant III</b>	Experience of five or more years with a bachelor's degree, or three or more years with an advanced degree.	\$160
<b>Recovery Consultant II</b>	Experience of three or more years with a bachelor's degree, or one or more years with an advanced degree.	\$140
<b>Recovery Consultant I</b>	Minimum college degree.	\$110
<b>Analyst</b>	Experience of less than two years with a college degree.	\$105
<b>Senior Administrator</b>	Experience of two or more years with no college degree required.	\$80
<b>Administrative Assistant</b>	No college degree required.	\$60

EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 1-6-19

Form 2 - Affidavit Certification of Immigration Laws



LEE COUNTY  
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP190164RJD SOLICITATION NAME: Disaster Management Services

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Hagerty Consulting, Inc.  
Kate Director of Operations July 8, 2019  
Signature Title Date

STATE OF Illinois  
COUNTY OF Cook

The foregoing instrument was signed and acknowledged before me this 8th day of July 2019, by Katie Freeman who has produced

(Print or Type Name)  
ILID as identification. F855-5078-3775  
(Type of Identification and Number)

[Signature]  
Notary Public Signature

David Westenberg  
Printed Name of Notary Public

8/13/2022  
Notary Commission Number/Expiration



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

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

Ver 1-6-19

**Form 3 - Reference Survey**

**Lee County Procurement Management  
Reference Survey**

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

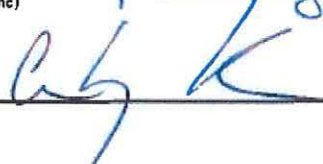
**Project Name & Number:** \_\_\_\_\_

<b>Section 1</b>	<b>Reference Respondent Information</b>	<b>Please return completed form to:</b>	
<b>FROM:</b>	Courtney Kain, Director of Community Development	<b>Bidder/Proposer:</b>	
<b>COMPANY:</b>	Horry County, SC	<b>Due Date:</b>	
<b>PHONE #:</b>	(843) 915-7033	<b>Total # Pages:</b>	1
<b>FAX #:</b>		<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	kainc@horrycounty.org	<b>Bidder/Proposer E-Mail:</b>	

<b>Section 2</b>	<b>Enter Bidder/Proposer Information if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)</b>		
<b>Proposer Name:</b>	Hagerty Consulting		
<b>Reference Project Name</b>	<b>Project Address</b>	<b>Project Cost</b>	
Hurricane Joaquin/Matthew/Florence Recoveries	1515 4th Ave, Conway, SC 29526	\$500,000	
<b>Summarize Scope</b>	Managed FEMA Public Assistance recoveries for three disasters from 2015 to present. Managed the development of over 70 projects worth approximately \$25 million.		

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

<b>Section 3</b>		<b>Indicate: "Yes" or "No"</b>
1.	Did this company have the proper resources and personnel by which to get the job done?	Yes
2.	Were any problems encountered with the company's work performance?	No
3.	Were any change orders or contract amendments issued, other than owner initiated?	No
4.	Was the job completed on time?	Yes
5.	Was the job completed within budget?	Yes
6.	On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>	9
7.	If the opportunity were to present itself, would you rehire this company?	Yes
8.	Please provide any additional comments pertinent to this company and the work performed for you:	

<b>Section 4</b>	<b>Please submit non-Lee County employees as references</b>
<b>Reference Name (Print Name)</b>	Horry County
<b>Reference Signature</b>	

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

Ver 3-6-19

Form 3 - Reference Survey

*Lee County Procurement Management  
Reference Survey*

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

**Project Name & Number:** \_\_\_\_\_

<b>Section 1</b>	Reference Respondent Information	Please return completed form to:	
<b>FROM:</b>	Lori Buchman, Assistant Director - Finance	<b>Bidder/Proposer:</b>	
<b>COMPANY:</b>	Howard County, MD	<b>Due Date:</b>	
<b>PHONE #:</b>	(410) 313-2195	<b>Total # Pages:</b>	1
<b>FAX #:</b>		<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	lbuchman@howardcountymd.gov	<b>Bidder/Proposer E-Mail:</b>	

<b>Section 2</b>	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
<b>Proposer Name:</b>	Hagerty Consulting		
<b>Reference Project Name:</b>	<b>Project Address:</b>	<b>Project Cost:</b>	
2016 and 2018 Flash Flood Recoveries	3430 Court House Dr, Ellicott City, MD 21043	\$352,000	
<b>Summarize Scope:</b>	Managed FEMA Public Assistance recoveries for two disasters from 2016 to present. Managed the development of 75 projects worth approximately \$28 million.		

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

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

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

Lon Buchman  
Reference Name (Print Name)

Lori Buchman  
Reference Signature

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

Ver 3-6-19

Form 3 - Reference Survey

*Lee County Procurement Management  
Reference Survey*

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

**Project Name & Number:** \_\_\_\_\_

<b>Section 1</b>	Reference Respondent Information	<b>Please return completed form to:</b>	
<b>FROM:</b>	Kevin O'Neill, Emergency Services Director	<b>Bidder/Proposer:</b>	
<b>COMPANY:</b>	San Benito County, CA	<b>Due Date:</b>	
<b>PHONE #:</b>	(831) 636-4168	<b>Total # Pages:</b>	<b>1</b>
<b>FAX #:</b>		<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	KONeill@cosb.us	<b>Bidder/Proposer E-Mail:</b>	

<b>Section 2</b>	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
<b>Proposer Name:</b>	Hagerty Consulting		
<b>Reference Project Name:</b>	<b>Project Address:</b>	<b>Project Cost:</b>	
2017 Winter Flood Recoveries (DR-4301 and 4308)	471 4th St., Hollister, CA 95023	\$120,000	
<b>Summarize</b>			
<b>Scope:</b> Managed FEMA Public Assistance recoveries for two declared disasters from flood events in winter 2017. Managed the development of 8 projects worth approximately \$2 million.			

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

<b>Section 3</b>		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		Yes
2. Were any problems encountered with the company's work performance?		No
3. Were any change orders or contract amendments issued, other than owner initiated?		No
4. Was the job completed on time?		Yes
5. Was the job completed within budget?		Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small align="right">Rate from 1 to 10. (10 being highest)</small>		10
7. If the opportunity were to present itself, would you rehire this company?		Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: We have had no issues with Hagerty and it has been a pleasure working with them. They are always looking out for our interest and are a tremendous source of knowledge. Would highly recommend!		

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

Kevin O'Neill  
Reference Name (Print Name)

  
Reference Signature



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

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

**Company Name:** Hagerty Consulting, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Not applicable.							

EXHIBIT E  
PROJECT FUNDING PACKAGE

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

Page Number: 1 Of 1 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.







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

Ver 3-6-19

Form 7: Public Entity Crime Form

Page 1 of 2

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

1. This sworn statement is submitted to Lee County, Florida Board of County Commissioners  
(Print name of the public entity)

by Katie Freeman, Director of Operations  
(Print individual's name and title)

for Hagerty Consulting, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 1618 Orrington Ave., Suite 201, Evanston, IL 60201

(If applicable) its Federal Employer Identification Number (FEIN) is 37-1431085

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:  
or:

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 3-6-19

Public Entity Crime Form

Page 2 of 2

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

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

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


  
\_\_\_\_\_  
(Signature)

July 8, 2019  
\_\_\_\_\_  
(Date)

STATE OF Illinois  
COUNTY OF Cook

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Katie Freeman  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 8th day of July, 2019.

  
(NOTARY PUBLIC)

My Commission Expires: 8/13/2022

**"OFFICIAL SEAL"**  
**DAVID J WESTENBERGER**  
Notary Public, State of Illinois  
My Commission Expires 8/13/2022

EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 3.6.19

Form 8: E-Verify Program (Immigration Law)

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

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

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

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

Company Name Hagerty Consulting, Inc.

Print Name Katie Freeman Title Director of Operations

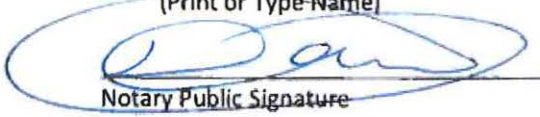
Signature  Date July 8, 2019

State of Illinois

County of Cook

The foregoing instrument was signed and acknowledged before me this 8th day of July, 2019, by

Katie Freeman who has produced ILID as identification.  
(Print or Type Name) (Type of Identification and Number)

  
Notary Public Signature

DAVID WESTENBERGER  
Printed Name of Notary Public

8/13/2022  
Notary Commission Number/Expiration



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

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

Ver 3-6-19

Form 9: Form LLL - Disclosure of Lobbying Activities

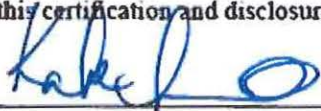
**CERTIFICATION REGARDING LOBBYING**

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

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

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

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



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

Katie Freeman, Director of Operations  
\_\_\_\_\_  
Name & Title of Contractor's Authorized Official

July 8, 2019  
\_\_\_\_\_  
Date

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

Ver 3-6-19

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB  
4040-0013

Review Public Burden Disclosure Statement

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: <input type="text" value="Hagerty Consulting, Inc"/> * Street 1: <input type="text" value="1618 Omington Ave., Suite 201"/> Street 2: <input type="text"/> * City: <input type="text" value="Evanston"/> State: <input type="text" value="IL"/> Zip: <input type="text" value="60201"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> <input type="text"/> <input type="text"/> <input type="text"/>		
<b>6. * Federal Department/Agency:</b> <input type="text" value="N/A - no lobbyist used"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: <input type="text"/> * First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix: <input type="text"/> * First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bar above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> * Signature: <input type="text"/> * Name:    Prefix: <input type="text"/> * First Name: <input type="text" value="Katie"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Freeman"/> Suffix: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="July 8, 2019"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXHIBIT E  
PROJECT FUNDING PACKAGE

Ver 3-6-19

*Proposal Label*

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

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	<b>RFP190164RJD</b>
SOLICITATION TITLE:	<b>Disaster Management Services</b>
DATE DUE:	<b>Tuesday, July 9, 2019</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**

EXHIBIT E  
PROJECT FUNDING PACKAGE



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Posted Date:** June 21, 2019

**Solicitation No.:** RFP190164RJD

**Solicitation Name:** Disaster Management Services

**Subject:** Addendum Number 1

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

**1. QUESTIONS/ANSWERS**

1.	How many cubic yards of hurricane debris were collected post Hurricane Irma?
<b>Answer</b>	<b>Lee County collected approximately 2.7 million cubic yards of hurricane debris post Hurricane Irma, which included vegetative debris and construction &amp; demolition debris.</b>
2.	Is there a budget set in place for this contract? If so, how much?
<b>Answer</b>	<b>The County does not have an established budget for the anticipated Agreement. The anticipated Agreement for technical and professional services to provide disaster management and administration services shall be on an as needed basis.</b>
3.	What firm provided Disaster Management Services post Hurricane Irma? Are they the current vendor?
<b>Answer</b>	<b>Adjusters International Inc. provided Disaster Management Services post Hurricane Irma for Lee County. Yes, Adjusters International Inc. is the incumbent vendor.</b>

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

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

  
\_\_\_\_\_  
Robin Dennard  
Lee County Procurement Management



EXHIBIT E  
PROJECT FUNDING PACKAGE



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Posted Date:** June 28, 2019

**Solicitation No.:** RFP190164RJD

**Solicitation Name:** Disaster Management 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(S):**

**1. Task Order: A1-Lee County-Irma-TO#1**

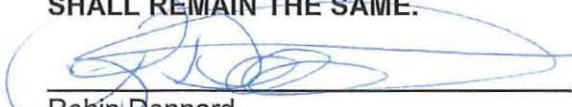
**2. QUESTIONS/ANSWERS**

1.	Is there an incumbent that is being replaced by this contract?
<b>Answer</b>	<b>The Lee County incumbent vendor is Adjusters International Inc.</b>
2.	Is there existing work from Irma that this contract will be supporting or is this for future events?
<b>Answer</b>	<b>The anticipated Agreement for technical and professional services to provide disaster management and administration services shall be on an as needed basis for future events.</b>
3.	Can I get the past bid tabulation / current pricing for disaster management services?
<b>Answer</b>	<b>Please review attached task order, which was issued in response to Hurricane Irma to the incumbent vendor for disaster management services.</b>
4.	Who is the current service provider for disaster management services?
<b>Answer</b>	<b>The Lee County incumbent vendor is Adjusters International Inc.</b>
5.	How long have they been providing these services?
<b>Answer</b>	<b>The current contract was executed on May 20, 2014.</b>

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

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

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



Robin Dennard  
Lee County Procurement Management

**EXHIBIT E  
PROJECT FUNDING PACKAGE**



*TASK ORDER: Al-Lee County-Irma-TO#1*

**Official Task Order**

This Task Order is made part of and governed by the terms and provisions of the subcontract by and between Adjusters International Government Consulting, LLC (Adjusters International), and Lee County, FL.

**Project Name:** Lee County - Hurricane Irma Disaster Response and Recovery Services

**Scope of Services/Rates:** Adjusters International agrees to perform the following scope of services in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Adjusters International shall not perform services which exceed the estimated cost of services without prior written notice to and approval by Adjusters International. Services and hours performed outside the scope of this task order will not be reimbursed.

Adjusters International will provide the following to Lee County, FL:

- Support cost documentation collection for costs incurred/work completed to date
- Assist in developing approach to filing and tracking costs
- Assist in capturing and summarizing eligible costs for selected departments
- Conduct "integrity audits" for all costs incurred to date and identify any areas of concern that may jeopardize funding, to include a review of any existing contracts procured to support the response and recovery efforts to date. This would include a review contracts, vendor qualification process, and purchasing documentation against FEMA's Field Procurement Manual
- Support efforts to train internal staff on FEMA documentation requirements, to include all City departments with expenses associated with FEMA projects
- Support training related to the overall recovery process and FEMA Public Assistance program
- Assist with any rapid assessments, initial damage assessments, and FEMA/State Joint PDA's
- Assist with project identification
- Support Response and initial Recovery processes as directed
- Provide technical assistance on the Hazard Mitigation Grant Program (HMGP) and developing projects
- Other consulting services as outlined within the existing contract.

**Payment Basis:** Hourly Rates will be paid based on Attachment 1. Expenses will be reimbursed at current GSA rates for the area impacted.

**Estimated Quantity of Services:** This task order is effective for up to ninety (90) days beginning on

675 N Washington Street, #400 | Alexandria, VA 22314

**EXHIBIT E  
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**TASK ORDER: Al-Lee County-Irma-TO#1**

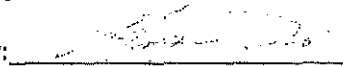
September 11, 2017 and ending December 11, 2017. Adjusters International personnel will work at the direction of Adjusters International's on-site Project Manager who will provide the approved work hours and schedule in writing.

**Estimated Cost of Services:** The total cost of this task order shall not exceed \$100,000.

**Approval/Acceptance**

Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.

**Adjusters International, LLC**

By: 

Name: Greg Raab

Title: Vice President

Date: 09/11/2017

**Lee County, FL**

By: 

Name: Roger Desjarlais

Title: County Manager

Date: 9-12-17

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



®

*TASK ORDER: Al-Lee County-Irma-TO#1*

**Attachment 1**  
**Pricing**

<b>Position</b>	<b>Rate/Hour</b>
Project Manager	\$255.00
Public Assistance Senior Consultant	\$225.00
Public Assistance Consultant	\$165.00
Public Assistance Consultant II	\$155.00

EXHIBIT E  
PROJECT FUNDING PACKAGE



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Posted Date:** July 5, 2019

**Solicitation No.:** RFP190164RJD

**Solicitation Name:** Disaster Management Services

**Subject:** Addendum Number 3

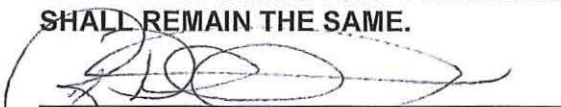
The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough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

**1. QUESTIONS/ANSWERS**

1.	Will the current consultant take the Hurricane Irma project through Close out or will the new contract supersede the previous contract?
<b>Answer</b>	<b>The incumbent Vendor shall complete the Tasks they have been assigned. The new anticipated Agreement shall be on an as needed basis for future events.</b>

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

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

  
\_\_\_\_\_  
Robin Dennard  
Lee County Procurement Management