

RFP260035BJB
Disaster Recovery Services for Lee County
DRC Emergency Services, LLC

E1 Contract # N/A - PO

AGREEMENT FOR DISASTER RECOVERY SERVICES FOR LEE COUNTY

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 DRC Emergency Services, LLC, a Alabama company authorized to do business in the State of Florida, whose address is 6702 Broadway Street, Galveston, Texas 77554, and whose federal tax identification number is 63-1283729, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase disaster recovery services from the Vendor in connection with "Disaster Recovery Services for Lee County" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP260035BJB on February 13, 2026 (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 May 1, 2026; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such 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. SERVICES

The Vendor agrees to diligently provide all services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Scope of Work Section of RFP260035BJB, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit D, Project Funding Package, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Vendor's executed proposal documents, grant funding provision, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP260035BJB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), five (5) year period. The effective date shall be the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A Notice to Proceed must be issued by the County before commencement of any work or services related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all 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 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 service is guaranteed under this Agreement and County may elect to request no services. If the County authorizes 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 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 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 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 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. The additional compensation shall be agreed upon before commencement of any additional services(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service or work performed 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 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 services, or if directed by County, supply a comparable replacement service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

IX. TIMELY DELIVERY AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the delivery of the services 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 services 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.

X. 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.

XI. CONTRACT TERMINATION

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

- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XII. 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.

XIII. 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 XII.

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.

XIV. MISCELLANEOUS

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

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.

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

Vendor's Representative

Name: John Sullivan
 Title: President
 Address: 6702 Broadway Street,
Galveston, TX 77552
 Telephone: 504-482-2852
 Facsimile: N/A
 Email: jsullivan@drcusa.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

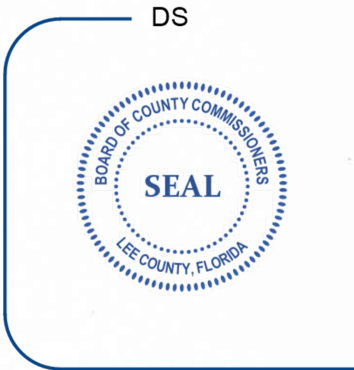
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Kim Esteves*
Print Name: Kimberly Esteves

DRC EMERGENCY SERVICES, LLC

Signed By: *Kristy Fuentes*
Print Name: Kristy Fuentes
Title: Vice President, Treasurer, Secretary
Date: 6/24/26



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed by: *Cecil Pendergrass*
Signed By: 773513F34F2140B...
Print Name: Cecil Pendergrass
Title: County Commissioner- Chairman
Date: 8/24/2026 | 12:05 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: *Andrea Eggen*
BY: 7EB7DBACC6614A0...

DEPUTY CLERK

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

DocuSigned by: *Amanda L. Swindle*
BY: EC9B5A5584DD473...
OFFICE OF THE COUNTY ATTORNEY

RFP260035BJB

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide disaster recovery services for Lee County, Florida. These services will be on an as-needed basis with no work guaranteed. Not all tasks will be assigned for all events. Services shall include but are not limited to: large and small scale debris removal projects, separation, staging, disposal, vegetative and construction and demolition debris removal, household hazardous waste handling, hazardous tree trimming and removal, stump grinding and removal, sand removal from roads, streets, and rights-of-way, and all additional scopes of work as described herein.
- 1.2. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.317-326 as updated and where applicable. Work shall be performed based on disaster specific guidance as received by the County from FEMA and/or FDEM. Names and descriptions of definitions and tasks may change based on federal and state guidelines.
- 1.3. It is the intent of the County to utilize a Primary Contractor, a Secondary Contractor and a Tertiary Contractor to perform the needed services. The County shall contact the Primary Contractor first for services to be performed. If the Primary Contractor is unable to fulfill the need or meet the timeline required, the County may contact the Secondary Contractor for services to be performed. If the Secondary Contractor is unable to fulfill the need or meet the timeline required, the County may contact the Tertiary Contractor for services to be performed.
- 1.4. This agreement does not include the removal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County, which are managed under a separate debris removal contract.

2. DEFINITIONS

- **Construction and Demolition (C&D) Debris** – Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
- **Commercial Property Debris Removal (CPDR)** - The removal of debris from commercial property and the demolition of commercial structures are generally not eligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal and/or demolition. However, in some cases as determined by the FCO, the removal of debris from private commercial property and/or the demolition of private commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest. Industrial parks, private golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property.
- **Contract Administrator** - County representative as designated or assigned by the County Solid Waste Department.
- **Contractor / Firm** – The successful proposer(s) awarded the contract to perform debris removal, collection, transport, reduction, and disposal operations in accordance with the Scope of Work.
- **County** – The Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors, and assigns.

- **CPDR** - Commercial Property Debris Removal – The removal of disaster-generated debris from privately owned commercial properties when determined to be in the public interest and specifically approved by FEMA and/or FDEM.
- **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made Federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.
- **Debris Monitor** – Actions taken by the County’s Debris Monitoring Contractor’s employee in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.
- **Debris Management Site (DMS)** – A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).
- **Electronic Waste or E-Waste** – Electronics that contain hazardous materials such as cathode ray tubes. Examples include computer monitors and televisions.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **FEMA/FDEM Public Assistance Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including reviewing and processing FEMA and/or FDEM submittals and ensuring compliance with FEMA and/or FDEM requirements.
- **Government** - The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.
- **Household Hazardous Waste (HHW)** – H Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders and batteries.
 - **Batteries** – The following types are applicable:
 - Small Sealed Lead Acid (small equipment, power supplies)
 - Wet Cell Lead Acid (Autos, boats, trucks, golf carts, UTV’s)
 - Portable power tool (Battery packs)
- **Small Motors** – Small Boat Motors, Gas Powered Motors, Weed Eaters, Chain Saws, Lawn Mowers, Generators, Pressure Washers.
- **Private Property Debris Removal (PPDR)** - The removal of debris from private property is generally not eligible for reimbursement under the Public Assistance Program because debris on private property does not typically present an immediate health and safety threat to the general public. Debris removal from private property is generally the responsibility of individual private property owners, and other sources of funding, such as insurance, are commonly available to property owners to cover the cost of work. However, if private property owners move disaster-generated debris to the public Right-of-Way, the costs associated with removing this debris from the Right-of-Way may be eligible under the Public Assistance Program.
- **Remediation** – Activities across the life of a site, including access preparation, surface maintenance, stormwater controls, environmental compliance, and final cleanup.

- **Restoration** – Bringing a site back to its pre-disaster physical condition (e.g., paving roads, replanting sod or trees, or repairing fencing).
- **Right of Entry (ROE)** - As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- **Right of Way (ROW)** – The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.
- **Storm Litter** - Debris such as leaves and small twigs that would normally require hand raking to collect. Does not include debris easily picked up by hand.
- **Temporary Sand Staging Area** – A designated site established and operated for the temporary storage, separation, and reduction of sand resulting from disaster-related activities area designated for sand only.
- **Utility Vehicles** – All terrain vehicle (ATV), Golf Cart, Side-by-Side, Gator
- **Vegetative Debris** – Consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material.
- **White Goods** – Discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.3. The Contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters.
- 3.4. The Contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation. All operations under this contract shall be limited to the Unincorporated Lee County area.
- 3.5. The selected Contractor(s) shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. The Contractors shall be familiar with the County's approved debris management plan.
- 3.6. No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

- 4.1 When a major disaster occurs or is imminent, the County will contact the Firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. All work under this contract applies solely to the Inland Lee County area. Debris removal will generally be limited to Debris in, upon, or brought to public streets and roads, right-of-way, municipal properties and facilities, and other public sites, unless otherwise directed in writing by the County.
- 4.2 The County, upon contacting the Contractor, will issue a Notice to Proceed and purchase order. The issuance of the purchase order will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center (EOC).

- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.
- 4.4 The Contractor shall be responsible for determining the method and manner of Debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For events that require Debris Management Sites (DMS) the Contractor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Contract Administrator. When directed by the Contract Administrator, the Contractor may also assist in identifying and planning temporary staging or relocation areas needed to support efficient debris or sand operations prior to delivery to a DMS or final disposal location. Upon completion of this task, the Contract Administrator shall produce a map and basic operational plan identifying each DMS and any temporary staging or relocation areas established for the event.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR

- 5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of each hurricane season, the successful Contractor(s) shall meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of Debris removal. This meeting is to occur annually or may be included as part of the training day required and referenced in Section 3.1 above.

6. SCOPE OF WORK

- 6.1. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all FEMA eligible storm-generated debris, including household hazardous waste materials; and shall be provided in accordance with the Standards of Performance as set forth in Section 7. Emergency push and Debris removal will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public streets, roads, other rights-of-way and public-school properties, including any other locally owned facility or site as may be directed by County. Contracted services shall only be performed when requested and as designated by County issued Notice to Proceed.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the County, or to County-designated Debris Management Site(s) (DMS) site(s) as specified in Section 9.8 of this Contract.

When directed by the County, the Contractor may also transport and stage debris to a designated location. Sand material, located at a Temporary Sand Staging Site, or sand material (located at a Temporary Sand Staging Site) prior to final delivery to a DMS or approved disposal/reuse location. These sites may be established to facilitate efficient hauling operations, minimize travel times, segregate material types, or provide safe temporary storage when direct delivery to a DMS or final disposal location is impractical.

Furthermore, the vendor shall provide services as necessary to assist in the event of any Local, State, or Federal State of Emergency is declared.

6.2. Emergency Push / Road Clearance:

If directed by the County, Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of the Contractors resources has been completed. Once this task is accomplished, the following additional tasks shall begin as required.

6.3. Right-of-Way (ROW) Removal:

The Contractor shall remove all disaster-generated Debris from the public Right-of-Way (ROW), as directed by the County, in accordance with the operational priorities and schedule established by the County. Debris removal includes collection, loading, transport, and disposal or transfer to a Debris Management Site (DMS) or other County-approved location. The Contractor shall exercise reasonable care and professional diligence to avoid causing damage to any real or personal property not already damaged by the disaster event. This includes, but is not limited to, fences, signage, landscaping, vehicles, utilities, drainage structures, sidewalks, and other infrastructure. Any damages caused by the Contractor, its employees, or subcontractors during Debris removal operations shall be addressed promptly and at no additional cost to the County, in accordance with Section 9.4 of this Contract. The Contractor shall document all incidents of damage, including the location, cause, affected property, and corrective action taken, and provide such documentation to the County within 24 hours of the incident or as otherwise directed. The Contractor shall coordinate with Contract Administrator or designated debris monitors to ensure Debris removal activities are conducted safely, efficiently, and in compliance with applicable federal, state, and local regulations, including environmental and traffic control requirements.

6.4. Private and Commercial Property Debris Removal:

Private Property Debris Removal (PPDR) and Commercial Property Debris Removal (CPDR) shall only be performed when specifically directed by the County and approved by FEMA. All such work must involve debris physically located on the property identified under an executed Right-of-Entry (ROE) or work shall be performed based on disaster specific guidance as received by the County from FDEM and/or FEMA. Eligibility shall be determined in accordance with FEMA policy and applicable Disaster-Specific Guidance in effect at the time of the event. Contractor shall exercise due diligence in removing debris from private property, as authorized and directed by the County. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor shall exercise caution when working around public utilities (i.e., gas, water, electricity, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting contracted services.

6.5. Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All debris removal on private property without an approved ROE is strictly prohibited.

6.6. Disaster Recovery Technical Assistance:

Contractor shall provide Disaster Recovery Technical Assistance to County officials and designated staff members, to assist with guidance and consultation on all aspects of the recovery process.

6.7. Vegetative Debris Reduction:

Contractor shall reduce the Vegetative Debris prior to taking it to the County's designated Final Disposal Site(s). This shall be performed through either a burning or chipping process. The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. After the fifteenth day of operations, debris shall be processed each day at a rate sufficient to keep up with daily collection activities, as determined by the County. Direct hauling of Vegetative Debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a DMS, will not require reduction and will not be subject to site management or reduction fees.

6.8. Construction and Demolition (C&D) Debris Removal:

Contractor shall collect, consolidate, and remove C&D Debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The reduction rate should be similar to the vegetation rate. Direct hauling of Construction and Demolition Debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a DMS for reduction or recycling, will not be subject to site management or reduction fees.

6.9. Construction and Demolition (C&D) Debris Recycling & Reduction:

The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, or other regulated wastes. When directed and due to C&D volumes that justify the use of a DMS, the County will work with the Contractor and FDEP to establish an approved DMS suitable for C&D, including detailed site plans and required environmental protection protocols including but not limited to pre and post use monitoring prior to the use of a DMS for the staging, recycling, and reduction of C&D debris. The method of size reduction shall be determined based on the material make-up and the fees for reduction shall be based on the type of equipment used as quoted or as allowed per negotiation for non-quoted specialty equipment.

6.10. Specialized Crews:

If requested by the County, the Contractor shall provide a dedicated crew to collect specific Debris piles that cause health and safety issues around hospitals, public schools, County facilities, or other type properties.

6.11. Titled Property:

Prior to the removal of any vessel or vehicle (boats, cars, trailers, etc.) the Contractor must work with local law enforcement (Sheriff, FWC, Local and/or State Police, etc.) to identify and locate the owners of the property in order to communicate and coordinate the removal of those items. All recovery or removal efforts by the Contractor during the collection, transportation, staging, and disposal of abandoned boats and vehicles shall be in accordance with local, state and federal requirements.

7. **PERFORMANCE OF SERVICES**

7.1. Description of Service:

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship shall be acceptable. Services, equipment, and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the County.

7.2. Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

7.3. Sub-Contractor(s):

Contractor may utilize the services of sub-contractors and shall be responsible for the acts or omissions of its sub-contractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its sub-contractors have and carry the same major provisions of this Contract and that the work of their sub-contractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any sub-contractor and County. Contractor shall supply the names and addresses of sub-contractors and materials suppliers when requested to do so by County.

8. STANDARDS OF PERFORMANCE

8.1. Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to County's designated Contract Administrator within 24 hours following the execution of the Notice to Proceed. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. The Contractor's representative shall remain locally during the duration of recovery efforts and be available to routinely meet with the County's Contract Administrator. The Contractor shall also consider locating their representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Contractor shall also provide reports on debris removal operational progress as requested.

8.2. Mobilization:

The Contractor shall have sufficient equipment and forces in Lee County within 4 days of the County issued Notice to Proceed to begin removal operations at an initial production rate of 3,000 cy per day and increasing that production rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily production rate of 50,000 cy of debris collected, or as modified by the County based on need of the storm event(s). Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

Additional resources may be required of the Contractor to meet the needs of the debris activities based on the size and impact of the event. The County may require the Contractor to add trucks, equipment, or crews at any time to meet operational demands resulting from the scale or urgency of the disaster. The Contractor is expected to comply promptly with all such requests to ensure timely and efficient debris operations. Any adjustments to these minimum production rates, timelines, or additional equipment needed must be approved in writing by the County. All requirements regarding the provision, operation, and maintenance of trucks, trailers, and other equipment referenced herein shall comply with Section 10.3 of this Contract. The Contractor is expected to fully cooperate with County requests for additional equipment or personnel to maintain required performance levels.

8.3. Time to Complete:

Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

8.4. Completion of Work:

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor and all DMS mitigation and damages by Contractor have been resolved.

9. GENERAL RESPONSIBILITIES

9.1. County Obligations:

County will furnish all information and documents necessary for the commencement of contracted services, including a written Notice to Proceed. An Administrator will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

9.2. Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of the County's Administrator at times, places, and by means as directed by County.

9.3. Supervision by Contractor:

Contractor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Contractors. Contractor is solely responsible for all means, methods, techniques, safety, and other procedures. Contractor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by Contract Administrator shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above. Contractor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.

9.4. Damages by Contractor:

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and Sub-Contractors. Should any property be damaged due to negligence on the part of Contractor, the Contractor shall repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently so as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred. Contractor shall respond to all damage complaints within 48 hrs. of receipt and maintain a Damage Log tracking all damage complaints including date and point of contact, proposed resolution, status of repairs or settlement, and date of documented release. Contractor shall review this list with the County's designated Contract Administrator on a weekly basis and provide copies of all releases. All Contractor damages must be resolved prior to project closeout unless otherwise agreed to by County. If at any time the damage list exceeds 25 open claims without scheduled repairs or at the discretion of the County, the Contractor shall provide, at no additional cost to the County, a dedicated staff member to resolve damage claims.

9.5. Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

9.6. Contractor's Ownership of Debris:

Unless otherwise directed by the County, all debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to Vegetative Debris, Construction and Demolition Debris, White goods, and household hazardous waste. Disposal costs at Non-County managed disposal locations shall be passed through to the County without the mark-up on the monthly invoices.

9.7. Contractor's Disposal of Debris:

Unless otherwise directed by the County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated Household Hazardous Waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

9.8. Debris Management Site (DMS):

9.8.1. Activation:

Lee County's Contract Administrator will designate the DMS to be activated. The County will select these sites at the beginning of each hurricane season. Environmental testing for all selected DMS will be handled by the County prior to the site being activated.

Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The Contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

If needed, additional Contractor identified DMS sites may be considered for approval by the County. Lease agreements, between the Contractor and the property owner, for these properties may be executed by the Contractor with approval from the County. "Management of Contractor-identified DMS sites shall be subject to all terms outlined in this document, including but not limited to DMS management, environmental controls, site remediation (Contractor responsibility), and site restoration (County pass-through).

9.8.2. Site Setup:

Prior to beginning operation at a Debris Management Site, the condition of the site shall be photographed, or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor, and property owner if applicable. The County will perform baseline environmental assessments. Authorization must be provided by the County prior to the Contractor performing site setup. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials, if determined necessary, to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.8.3. Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

9.8.4. Site Remediation and Restoration:

Debris Management Sites shall be returned to equal or better than their pre-use condition and to the satisfaction of the County.

For purposes of this Contract: Remediation means corrective actions required to address environmental impacts or damages resulting from the Contractor's operations, such as fuel spills, soil contamination, erosion, or rutting. All remediation shall be performed at the Contractor's expense. Restoration means activities necessary to return the site to its pre-use condition, such as final grading, seeding, and completion of environmental sampling or documentation required under applicable FDEP or other permit closure conditions. Restoration costs may be treated as pass-through and are eligible for FEMA reimbursement when conducted in accordance with all applicable federal, state, and local regulations.

For any DMS site restoration activities proposed as pass-through costs that exceed ten thousand dollars (\$10,000.00), the Contractor shall competitively price the work by obtaining a minimum of three (3) written quotes from qualified vendors or subcontractors.

For any DMS site restoration work or activities proposed that are estimated to exceed two hundred fifty-thousand dollars (\$250,000.00), a decision will be made by the County to determine if the County or the Contractor will be performing the solicitation to procure the activities needed. Should the County request the Contractor to perform the solicitation, the procurement methods and processes shall be performed in accordance with the Lee County Purchasing Ordinance 25-11.

9.8.5. Site Security:

Contractor shall provide site security for Debris Management Sites (DMS) as requested by the County. Security is required to prevent unlawful or unauthorized dumping of debris. The Contractor shall provide security services 24 hours per day when directed by the County. Unauthorized debris shall become the responsibility of the Contractor and must be disposed of lawfully and without additional costs to the County. Fees for security shall be covered in the DMS Management Fee located in Category A of the Schedule of Values (See Note # 4).

9.8.6. DMS Debris Removal Operations Plan and Environmental Protection Plan:

Once the debris management site is selected for use, the Contractor shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Contractor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.

- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

9.8.7. Debris Processing and Classification:

All debris shall be processed in accordance with local, state and federal law, standards, and regulations. Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated by common waste material classifications; e.g., vegetative debris, construction and demolition debris, sand screening, recyclable debris, white goods, hazardous waste, etc.

9.8.7.1 Sand Screening:

When sand screening is being performed to process debris, a designated site will be established by the County. The Contractor shall be required to manage and operate the site. Activities shall include, but not be limited to temporary storage, separation, and the reduction of sand resulting from disaster related activities.

9.8.8. Generated Hazardous Waste Abatement:

The Contractor shall identify, collect, and properly dispose of any hazardous waste generated during debris removal operations as directed by the County. All hazardous waste abatement, handling, transport, and disposal must fully comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to EPA and FDEP requirements. Documentation of disposal and compliance shall be maintained and provided to the County upon request.

9.8.9. Debris Disposal:

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards, and regulations. Unless otherwise directed by the County, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

Tipping or Disposal Fees at Final Disposal Sites shall be passed through to the County at cost without mark-up or escalation.

Unless otherwise notified, tipping or disposal costs for debris disposed of at approved County owned and operated final disposal sites, shall be the responsibility of the County; in lieu of pass-through debris disposal costs. Disposal fees shall be the normally posted gate fees and be reconciled against load and scale tickets in the same manner as Contractor paid disposal fees. Tipping fees for debris from ineligible work, not approved by the County, shall be the responsibility of the Contractor and deducted from the invoice.

9.8.10. Debris Monitoring Assistance:

Assistance to the Debris Monitoring Consultant by the Contractor shall include, but is not limited to the following:

- Monitoring multiple Contractors and multiple trucks delivering materials to the DMS.
- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.

- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g., conduct final inspections and issue closeout reports.

9.9. Training:

At the County's discretion, the Contractor shall provide training on an annual basis. At a minimum, training shall take place for one (1) day, for up to eight (8) hours at a site to be determined by the County. Training shall include but is not limited to: FEMA and/or FDEM updates, and pre-strike operations for County field and supervisory personnel.

10. DETAILED SPECIFICATIONS

10.1. Geographic Grouping and Assignment:

The Lee County areas to be served utilizing this agreement are as follows:

- 10.1.1. Inland Areas (Unincorporated Lee County): Lehigh Acres, Alva, Tice, North Fort Myers, Pine Manor, Villas, South Fort Myers, San Carlos, Miromar Lakes, Gateway, Captiva Island, Estero Island (Fort Myers Beach / Estero Blvd.), Pine Island, Matlacha, Boca Grande (Gasparilla Island)

The geographic boundary within these areas shall be established and assigned to the Contractor by the County. Properties will be limited to the locations within the County's jurisdictional boundaries. The County reserves the right to determine which areas within those boundaries shall be serviced and the order of their precedence.

The process of debris collection and removal by the Contractor in these areas will be considered a land based operation and require standard equipment for the Contractor to perform its operations. Marine activity is not anticipated for these areas.

The County reserves the right to request the Contractor to temporarily utilize water vessels for its operations, should the islands become inaccessible (bridge damaged). However, those temporary marine based operations shall discontinue once the islands are accessible by the repaired bridges and a land based operation can resume.

- 10.1.2. Outer Islands (no bridge access): Cabbage Key, Cayo Costa, North Captiva Island, and Useppa

The work areas within these islands shall be established and assigned to the Contractor by the County. The County reserves the right to determine which islands and the areas within those islands shall be serviced and the order of their precedence.

Infrastructure for these outer islands does not provide a bridge in order to access them with standard wheeled or tracked vehicles. The only access available to them is by boat. The process of debris collection and removal by the Contractor in these areas will be considered a marine based operation and will require water type vessels for the Contractor to gain access and perform its operations. All barge or marine vessel activities, utilized for marine based operations by the

Contractor, must be pre-approved by the County, FEMA and/or FDEM prior to any activation, mobilization or deployment occurring.

Marine based operations to remove debris on the Outer Islands are specific to Cabbage Key, Cayo Costa, North Captiva Island and Useppa. Pricing for debris removal on the Outer Islands is not itemized separately and shall be inclusive of all labor, equipment, supplies, fuel and the means necessary for the Contractor to perform the services required in order to remove debris from the Right-of-Way on the island and transport to the final disposal site. Barge pricing is considered separate and is not part of the core services to remove the debris.

10.2. Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 8.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

10.3. Operation of Equipment:

Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. All equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or public Right-of-Way (ROW) using buckets and/or boom and grapple devices to collect and load debris. Equipment shall not operate on private property or outside the public ROW unless expressly directed by the County. Damages by the Contractor or its representative shall be the Contractors responsibility and repaired at no additional cost to the County as outlined in section 9.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.6 of this Contract.

The Contractor is expected to fully cooperate with County requests for additional equipment or personnel to maintain required performance levels.

10.4. Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Contractor, and Contractor representatives at a County designated location. A standard measurement form certifying actual physical measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring Contractor.

10.5. Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed shall be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling shall have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the Contractor when any changes occur at all DMS sites.

10.6. Security of Debris during Hauling:

The contractor shall be fully responsible for the security and proper containment of all disaster generated debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving any loading sites, the contractor shall ensure that each load is secure and contained so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

10.7. Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicle and pedestrian traffic at all debris removal, reduction and/or Debris Management Sites (DMS).

10.8. Workdays/Hours:

Contractor shall, unless otherwise directed by the County, conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to workdays and/or work hours shall be as directed by County following consultation and notification to Contractor.

10.9. Disposal of Utility Vehicles and Small Motors

Prior to the collection and disposal of utility vehicles and small motors, the Contractor shall determine if the item is gasoline or battery powered. Contractor shall then dismantle the items removing any fluids (oil, gasoline, antifreeze) and/or the battery and dispose of as Household Hazardous Waste (HHW)

10.10. Household Hazardous Wastes:

Contractor shall provide within 90 days of execution of this contract, their Household Hazardous Waste and Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Household Hazardous Waste Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 7.3.

10.11. Hazardous Limbs, Trees and Stumps:

All eligible limbs, trees and stumps shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with the FEMA Public Assistance Debris Management Guide and Public Assistance Program and Policy guide. The Contractor shall remove tree limbs, branches, stumps or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property and is a result of the original incident from the event.

At a minimum, the Contractor shall provide the following documentation for the removal of all hazardous limbs, trees and stumps:

- Describe the immediate threat (e.g. photos of hanging limbs or leaning trees);
- Clearly define the scope of work to remove the immediate threat;
- Specify the improved public property location by recording the nearest building address and/or GPS location; and
- Denote date, labor (force account or contract), and equipment used to perform the work

All limbs, trees and stumps will be invoiced and paid in accordance with FEMA and/or FDEM guidance and details & conditions of this Contract.

10.11.1. Limb or Branch Removal:

- Contractor shall remove broken limbs or branches that pose an immediate threat (e.g., a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property)
- Removal of broken limbs or branches shall only occur when:
 - The limbs or branches is located on improved public property;
 - Greater than two inches in diameter at the point of breakage; and
 - Still hanging in a tree and threatening a public-use area
- Contractor shall only provide the minimum cut necessary to remove the hazard. Pruning, maintenance trimming, and landscaping are not acceptable. Work to remove hanging limbs or branches from a tree that has been determined to be a hazard and is scheduled for removal shall not be conducted. Contractor shall cut the branch at the closest main branch junction.

10.11.2. Tree Removal:

- Contractor shall remove hazardous and incident-damaged trees if the condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; and one or more of the following criteria are met:
 - It has more than 50 percent of the crown damage or destroyed;
 - It has a split trunk or broken branches that expose the heartwood;

- It has fallen or been uprooted within a public-use area; and/or
- It is leaning at an angle greater than 30 degrees
- Trees determined to be hazardous and that have less than 50 percent of the root-ball exposed shall be cut flush at the ground level. No grinding of the resulting stump after the tree has been cut flush at the ground level shall occur. Every effort shall be made to cut the tree trunk as close to the ground as possible.
- Hazardous trees that lean shall be removed and the stump cut at ground level. Contractor shall not remove trees and stumps as two separate costs.

10.11.3. Stump Removal:

- Contractor shall remove hazardous stumps if the condition was caused by the incident and if the following criteria are met:
 - It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed shall be flush cut);
 - It is greater than 24 inches in diameter, as measured 24 inches above the ground;
 - It is on improved public property or a public right-of-way; and
 - It poses an immediate threat to life, and public health and safety
- Small stumps shall be placed within loose debris piles and collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines.
- The Contractor shall backfill the hole left from stump extractions.
- At a minimum, the following Documentation of stumps shall be obtained for each stump removed:
 - Photographs and GPS coordinates that establish the location is on public property.
 - Specifics of the threat
 - Diameter of the stump 24 inches from the ground; and
 - Quantity of material needed to fill the resultant hole
- Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.
- The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

10.12. Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor shall provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

10.13. Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state, and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

10.14. Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project in accordance with the collection rates established herein or as approved by County to complete the final stages of the project within the established timelines. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

10.15. Chainsaw Crews:

Crews shall work only as directed by task order by the County; the number of crew members and scope of work to be performed shall be outlined in the task order. Following the initial cut and toss phase of the project, chainsaw crews must be monitored by the County's debris monitoring firm. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

FEMA policy for documentation shall be followed in accordance with FEMA Public Assistance Program and Policy Guided. At a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal:

- Quantity removed;
- Quantity, location, and source of material to fill root-ball holes; and
- Description of equipment used to perform the work.

After hazardous trees are properly documented and determined eligible by the County or designated Debris Monitor, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or County designated debris monitor, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.16. Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and shall be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 8.4. All Contractor equipment must be capable of self-unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

10.17. Dead Animals:

Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets or approved ticket data base as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system (paper or approved electronic) will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets/data base shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA and/or FDEM or other regulations must be documented on each load ticket.
- The Contractor shall submit all original load tickets to the County within 30 days of the work being performed

The Contractor shall, upon request by the County, provide updated projections of remaining debris to be collected, reflecting actual quantities collected, current field conditions, and anticipated debris generation based on the size and impact of the disaster.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring Contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database records, where applicable.

11.2. Reports:

Contractor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports shall include, but are not limited to:

11.2.1. Daily Reports:

Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor shall also report and provide regular repair progress updates of any damages to private property caused by the debris operation or damage claims made by citizens and such other information as shall be required to completely describe the daily conduct of Contractor's operations.

11.2.2. Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 11.2.1 of this Contract or in a format required by County.

11.2.3. Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

11.2.4. Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contractor shall provide any other additional information as may be

necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Contractor.

11.2.5. Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

11.2.6. Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor shall maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

11.2.7. Contract File Maintenance:

Contractor shall maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

12. PRICING AND PAYMENTS

12.1. Schedule of Values

12.1.1. Category A – Core Services (Land Based Operations) includes pricing for debris removal; debris processing; debris disposal; stump extractions; hazardous limb removal; and storm damage tree removal from the areas identified as the Lee County Inland Area.

12.1.1.1. The following notes are defined and assigned in each line item as individually listed in Category A of the Schedule of Values:

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. For debris collected in the Boca Grande area, prices shall include the Charlotte County Landfill. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill and Charlotte County Landfill as per Note 1), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 - This is a 5 year agreement. Pricing for each contract year listed in Category A will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

- Note 4 – The DMS management fee covers all site services and costs associated with the setup, operation, supervision, and maintenance of County-approved Debris Management Sites. This includes providing monitoring towers, sanitary portable restrooms, site security, traffic control, safety oversight, and general site management. These costs are included within the DMS management fees and are not separately billable. Restoration costs necessary to return the site to pre-use condition may be billed as pass-through in accordance with Section 9.8.4.
- Note 5 - All stumps placed on the Right-of-Way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.
- Note 6 - Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

12.1.2. Category B – Core Services (Marine Based Operations) includes pricing for debris removal from the areas identified as the Lee County Outer Islands.

12.1.2.1. The following notes are defined and assigned in each line item as individually listed in Category B of the Schedule of Values:

- Note 1 – This is a 5 year contract. Pricing for each contract year listed in Category B will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.
- Note 2 – Marine Based Operations to remove debris on the Outer Islands are specific to Cabbage Key, Cayo Costa, North Captiva Island and Useppa. Pricing for debris removal in Category B shall be inclusive of all labor, equipment, supplies, fuel and the means necessary for the Contractor to perform the services required in order to remove debris from the Right-of-Way on the island and transport to the final disposal site. Barge pricing is considered separate and not part of the core services. Contractor shall not utilize pricing in Category A, C, D and E for the islands exclusive to Category B.
- Note 3 – Debris collection and monitoring services on the outer islands is considered Private Property debris removal in accordance with FEMA guidelines. Private Property debris is only eligible for collection under this contractor if FEMA and / or FDEM issues a waiver permitting Private Property Debris Removal (PPDR).
- Note 4 – All barge or marine vessel activities, utilized for marine based operations must be pre-approved by the County, FEMA and / or FDEM prior to activation, mobilization or deployment occurring.
- Note 5 – The County reserves the right to request the Contractor to temporarily utilize barge operations, should islands on the inland areas of Lee County become inaccessible (bridge damaged). Any temporary marine based operations utilizing a barge for those inland areas shall discontinue once the islands are accessible by the repaired bridges and land based operations can resume.

12.1.3. Category C – Specialty Removal and Restoration includes pricing for screening and hauling of sand/soil; removal of vehicles and vessels; sand raking and removal of dead fish/algae. Activities within Category C require specific task authorizations and include all labor and management of tasks.

12.1.3.1. The following notes are defined and assigned in each line item as individually listed in Category C of the Schedule of Values:

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. For debris collected in the Boca Grande area, prices shall include the Charlotte County Landfill. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 4 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 5 – Items must be documented as per the scope of services and in accordance with appropriate FEMA and/or FDEM Guidance, including DAP9523.11 or as amended.
- Note 6 - Screened sand is expected to be returned to the beach. However, if the County directs the Contractor to transport and place the screened sand at an alternate location more than 5 miles from the screening site, the Contractor may bill for the additional haul using the applicable T&M dump truck rates, as approved by the County.
- Note 7 – This is a 5 year agreement. Pricing for each contract year listed in Category B will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

12.1.4. Category D– Specialized Labor and Work Crews includes pricing for specialized labor; work crews (typical crew makeup for “first 70 hours of operation); and additional laborers.

12.1.4.1. The following notes are defined and assigned in each line item as individually listed in Category D of the Schedule of Values:

- Note 1 – This is a 5 year agreement. Pricing for each contract year listed in Category D will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

12.1.5. Category E – Equipment includes pricing for equipment used while performing disaster recovery services.

12.1.5.1. The following notes are defined and assigned in each line item as individually listed in Category E of the Schedule of Values:

- Note 1 – This is a 5 year agreement. Pricing for each contract year listed in Category E will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

12.2. Billing Cycle:

The Contractor shall invoice the County on a 30-day cycle, with each billing period ending on the last working day of the period. Invoices must include all work completed within the preceding 30 days, unless otherwise approved by the County. All invoices must be supported by serialized debris reporting tickets and disposal site verification of the actual cubic yardage or tons for all debris and other debris items shall support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

12.3. Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or other government entity as ineligible debris and for which the Contractor was not formally authorized to perform by the County.

12.4. Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as determined within this Contract.

12.5. Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, e.g., debris collected from private property or not at the request of the County or its representatives, the load shall be directed to an alternate disposal or processing facility. No payment will be approved, and Contractor shall not invoice the County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

12.6. Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

12.7. Specialized Services:

Contractor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under within this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

End of Scope of Work

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. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) five-year (5) period.

2. FEMA REIMBURSEMENT

- 2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. All costs incurred under this Contract shall comply with FEMA's cost reasonableness standards as outlined in the Public Assistance Program and Policy Guide (PAPPG). Costs must be necessary, allocable, and properly documented to support reimbursement eligibility. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications. The County reserves the right to review and validate cost reasonableness at any time to ensure compliance with federal procurement and reimbursement requirements.

3. CONTRACT TYPE

- 3.1. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by issuance of a County Purchase Order (PO) by and at the discretion of the County. The County reserves the right to provide additional project or service clarifications with the issuance of the purchase order.
- 3.2. This contract shall be considered a firm fixed unit price agreement. As such, each purchase order issued shall contain a not-to-exceed amount. At any time should the Vendor exceed the notated not-to-exceed amount without prior written authorization to do so by the County, all such costs exceeding the noted not-to exceed amount shall be at the risk of the Vendor and may not be charged to the County.

4. LOCAL VENDOR PREFERENCE EXCLUSION

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

5. PERFORMANCE AND PAYMENT BOND

- 5.1. The County reserves the right to require the Contractor to furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued purchase order, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all Sub-Contractors, materials, and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

6. LIQUIDATED DAMAGES

- 6.1. The County and the Contractor recognize that, since time is of the essence for any work authorized by this Agreement, the County will suffer financial loss if the work is not completed within the time specified on the issued Notice to Proceed. Should the Contractor fail to complete the work within the time period noted, the

County shall be entitled to assess, as Liquidated Damages, an amount based on the project cost for each calendar day thereafter until the work is completed. The Work shall be deemed to be complete on the date the County accepts it. Liquidated damages shall apply to each event.

- 6.2. Failure to activate and/or complete on time will result in a \$5,000 penalty and damages. Damages will include actual consequential damages or liquidated damages based on the daily charge per calendar day using the table below, whichever is greater.

Estimated Event Amount	Daily Charge Per Calendar Day
\$0.00 to \$50,000.00	\$956.00
\$50,000.01 to \$249,999.99	\$964.00
\$250,000.00 to \$499,999.99	\$1,241.00
\$500,000.00 to \$2,499,999.99	\$1,665.00
\$2,500,000.00 to \$4,999,999.99	\$2,712.00
\$5,000,000.00 to \$9,999,999.99	\$3,447.00
\$10,000,000.00 to \$14,999,999.99	\$4,866.00
\$15,000,000.00 to \$19,999,999.99	\$5,818.00
\$20,000,000.00 and over	\$9,198.00 plus 0.00005 of any amount over \$20 million (rounded to the nearest whole dollar)

End of Special Conditions



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

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. SUBMITTAL REQUIREMENT

- **Zip files are not permitted with submissions. Per the Response Attachments tab, Vendors shall submit the following for each package:**
 - **Attachment 1 – Evaluation Criteria Package: One (1) PDF File labeled “Evaluation Criteria Package”**
 - **Attachment 2 – Price Proposal Package: One (1) Excel File labeled “Price Proposal Form Package”**
 - **Attachment 3 – Required Forms Package: One (1) PDF File labeled “Forms Package”**

2. QUESTIONS/ANSWERS

1.	Can the County advise why the RFP is being issued at this time given that the current contract has renewal terms through 2027?
Answer	The County reserves the right to exercise its option when renewing its contracts. Additionally, there have been updates to the Federal regulations and guidelines for these services. To ensure compliancy for future events, those Federal revisions will be incorporated into a new agreement as established with the awarded vendor(s) through this solicitation.

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.

Brian Bochs

Brian Bochs

Procurement Analyst Direct Line: 239-533-8887

Lee County Procurement Management



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

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. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: March 26, 2026 at 2:30 PM

TO: March 31, 2026 at 2:30 PM

2. ADDENDUM 2 - REVISED PRICE PROPOSAL FORM

The price proposal form has been updated and a revised Price Proposal Form has been uploaded to the Attachment's Tab in IonWave.

Please ensure that your firm has download the **Addendum 2 Revised Price Proposal Form** and are able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Revised Price Proposal Form needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

Proposers **MUST** use the **Addendum 2 Revised Price Proposal Form** when submitting their proposal. The County will not accept pricing proposals submitted on forms or in formats other than the **Addendum 2 Revised Price Proposal Form**, as provided by the County. Proposal submitted on forms, other than the Revised Form will be deemed non-responsive and ineligible for award.

3. QUESTIONS/ANSWERS

1.	How many reference surveys would the County like us to provide
Answer	The County is requesting three (3) reference surveys.

2.	Line item C3-5 Private Property Leaners and Hangers (Cut and Drop) is priced by the Cubic Yard. Measuring this line item by the CY would be logistically difficult. Would the county measure the line item per each instead?
Answer	Yes. The attached Addendum 2 Revised Price Proposal Package form has been revised to reflect a "per tree" unit price. Additionally, Category C has been revised to remove the "per hour" amounts and updated to reflect "per item". See attached Addendum 2 Revised Price Proposal Package.

3.	Could the County please advise what changes or additions were made with the recent addition of Addendum 1?
Answer	See attached Addendum 1 for details. This addendum was to notify Vendors that Zip files are not acceptable and to answer a question.

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.

Brian Boehs

Brian Boehs

Procurement Analyst Direct Line: 239-533-8887

Lee County Procurement Management



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

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. IONWAVE CORRECTION

- **Addendum # 3 has been issued to remove original Price Proposal Form from IonWave**

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.

Brian Boehs
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

Subject: Addendum Number 4

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. IONWAVE CORRECTION

- **Addendum # 4 has been issued to remove original Price Proposal Form from IonWave**

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.

Brian Boehs
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management

EXHIBIT B

FEE SCHEDULE

The Vendor is designated as the tertiary vendor for the services and line items listed below.

Primary, Secondary, and Tertiary Vendor Utilization

The Vendor designated as the Primary Vendor shall serve as the County's first source for the services described in the Scope of Work. The County shall initially request services from the Primary Vendor and shall compensate the Vendor in accordance with the unit prices set forth in this Agreement.

The County may procure services from the Secondary Vendor only if the Primary Vendor is unable or unwilling to provide the requested services within the timeframe required by the County, or if the Primary Vendor's Agreement has been terminated, canceled, or is otherwise no longer in effect.

The County may procure services from the Tertiary Vendor only if both the Primary Vendor and Secondary Vendor are unable or unwilling to provide the requested services within the timeframe required by the County, or if the applicable higher-ranked Vendor Agreements have been terminated, canceled, or are otherwise no longer in effect.

Nothing herein shall prohibit the Secondary Vendor or Tertiary Vendor from subcontracting with the Primary Vendor in the performance of services. However, such subcontracting arrangements shall not alter the County's obligation to utilize Vendors in the order of precedence established herein, nor shall they create any obligation for the County to bypass the Primary Vendor while its Agreement remains active, and the Primary Vendor is capable of meeting the County's service requirements.

RFP260035BJB - DISASTER RECOVERY SERVICES for LEE COUNTY							
CATEGORY A: CORE SERVICES (Land Based Operations)							
SECTION A1: DEBRIS REMOVAL, PROCESSING AND DISPOSAL							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
A1-1	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS) 0- 30 miles	CY	\$ 8.78	\$ 8.96	\$ 9.13	\$ 9.36	\$ 9.60
A1-2	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS) 30.1- 60 miles	CY	\$ 9.12	\$ 9.30	\$ 9.49	\$ 9.73	\$ 9.97
A1-3	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS) 60.1+ miles	CY	\$ 9.32	\$ 9.51	\$ 9.70	\$ 9.94	\$ 10.19
A1-4	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS) 0-30 miles	CY	\$ 8.78	\$ 8.96	\$ 9.13	\$ 9.36	\$ 9.60
A1-5	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS) 30.1- 60 miles	CY	\$ 9.12	\$ 9.30	\$ 9.49	\$ 9.73	\$ 9.97
A1-6	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS) 60.1+ miles	CY	\$ 9.32	\$ 9.51	\$ 9.70	\$ 9.94	\$ 10.19
A1-7	Debris Removal from Debris Management Sites (DMS) and Hauling to Final Disposal Site (Note 1 & 2)	CY	\$ 4.22	\$ 4.30	\$ 4.39	\$ 4.50	\$ 4.61
A1-8	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (Note 1 & 2)	CY	\$ 9.12	\$ 9.30	\$ 9.49	\$ 9.73	\$ 9.97
A1-9	Cost per mile for alternate disposal sites outside of Lee County. (Note 1& 2)	Per Mile	\$ 0.78	\$ 0.80	\$ 0.81	\$ 0.83	\$ 0.85
A1-10	Management of Debris Management Sites (DMS) (Note 4)	CY	\$ 1.22	\$ 1.24	\$ 1.27	\$ 1.30	\$ 1.33
A1-11	Reduction (Grinding/Chipping) of Vegetative Debris at DMS.	CY	\$ 2.98	\$ 3.04	\$ 3.10	\$ 3.18	\$ 3.26
A1-12	Reduction (Compacting) of C&D Debris at DMS	CY	\$ 0.72	\$ 0.73	\$ 0.75	\$ 0.77	\$ 0.79
A1-13	Processing (Burning) of Debris at DMS or Final Disposal Site	CY	\$ 1.48	\$ 1.51	\$ 1.54	\$ 1.58	\$ 1.62
A1-14	Pick Up and Haul of White Goods to Disposal Site within County (Note 1)	UNIT	\$ 40.00	\$ 40.80	\$ 41.62	\$ 42.66	\$ 43.72
A1-15	Pick Up and Disposal of Hazardous Material	LB	\$ 14.98	\$ 15.28	\$ 15.59	\$ 15.97	\$ 16.37
A1-16	Pick Up and Disposal of Batteries	LB	\$ 15.00	\$ 15.30	\$ 15.61	\$ 16.00	\$ 16.40
A1-17	Pick Up and Disposal of Small Engines	LB	\$ 20.00	\$ 20.40	\$ 20.81	\$ 21.33	\$ 21.86
A1-18	Pick Up and Disposal of E-Waste	UNIT	\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.99	\$ 32.79
A1-19	Freon Management and Recycling (Note: 6)	UNIT	\$ 40.00	\$ 40.80	\$ 41.62	\$ 42.66	\$ 43.72
A1-20	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.32	\$ 54.65
SECTION A2: STUMP EXTRACTIONS							
Item		Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
A2-1	< 24 inch diameter (Note:6)	Per Stump	\$ 175.00	\$ 178.50	\$ 182.07	\$ 186.62	\$ 191.29
A2-2	> 24 inch diameter to 47.99 inch diameter (Note:6)	Per Stump	\$ 275.00	\$ 280.50	\$ 286.11	\$ 293.26	\$ 300.59
A2-3	48 inch diameter and greater (Note:6)	Per Stump	\$ 375.00	\$ 382.50	\$ 390.15	\$ 399.90	\$ 409.90
A2-4	On site stump grinding including filling hole with wood chips (Note:6)	Per Inch	\$ 12.50	\$ 12.75	\$ 13.01	\$ 13.33	\$ 13.66
SECTION A3: HAZARDOUS LIMB REMOVAL							

Item		Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
A3-1	< 24 inch diameter (Note:6)	Per Limb	\$ 94.50	\$ 96.39	\$ 98.32	\$ 100.78	\$ 103.30
SECTION A4: STORM DAMAGE TREE REMOVAL							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Trees that require the "Climbing" and "Cut & Drop" method (e.g., trees over structures, homes, buildings, utilities or public ROW)							
A4-1	6” to 12.99” diameter	Per Tree	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.96	\$ 163.96
A4-2	13” to 23.99” diameter	Per Tree	\$ 275.00	\$ 280.50	\$ 286.11	\$ 293.26	\$ 300.59
A4-3	> 24” diameter	Per Tree	\$ 400.00	\$ 408.00	\$ 416.16	\$ 426.56	\$ 437.23
Trees that can only be accessed by "Mechanized Equipment" (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)							
A4-5	6” to 12.99” diameter	Per Tree	\$ 95.00	\$ 96.90	\$ 98.84	\$ 101.31	\$0.00
A4-6	13” to 23.99” diameter	Per Tree	\$ 240.00	\$ 244.80	\$ 249.70	\$ 255.94	\$0.00
A4-7	> 24” diameter	Per Tree	\$ 375.00	\$ 382.50	\$ 390.15	\$ 399.80	\$0.00
Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures							
A4-7	6” to 12.99” diameter	Per Tree	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.96	\$0.00
A4-8	13” to 23.99” diameter	Per Tree	\$ 275.00	\$ 280.50	\$ 286.11	\$ 293.26	\$0.00
A4-9	> 24” diameter	Per Tree	\$ 400.00	\$ 408.00	\$ 416.16	\$ 426.56	\$0.00
Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure							
A4-10	6” to 12.99” diameter	Per Tree	\$ 95.00	\$ 96.90	\$ 98.84	\$ 101.31	\$0.00
A4-11	13” to 23.99” diameter	Per Tree	\$ 240.00	\$ 244.80	\$ 249.70	\$ 255.94	\$0.00
A4-12	> 24” diameter	Per Tree	\$ 375.00	\$ 382.50	\$ 390.15	\$ 399.90	\$0.00
NOTES - The following notes apply only to Category A within the Schedule of Values							
1	Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. For debris collected in the Boca Grande area, prices shall include the Charlotte County Landfill. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.						
2	For out of county disposal sites (excluding the Lee/Hendry Landfill and Charlotte County Landfill as per Note 1), additional mileage shall begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost shall be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.						
3	This is a 5 year contract. Pricing for each contract year listed in Category A will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.						
4	The DMS management fee covers all site services and costs associated with the setup, operation, supervision, and maintenance of County approved Debris Management Sites. This includes providing monitoring towers, sanitary portable restrooms, site security, traffic control, safety oversight, and general site management. These costs are included within the DMS management fee and are not separately billable. Restoration costs necessary to return the site to pre-use condition may be billed as pass-through in accordance with Section 9.8.3.						
5	All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7						
6	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.						

RFP260035BJB - DISASTER RECOVERY SERVICES for LEE COUNTY							
CATEGORY B: CORE SERVICES (Marine Based Operations)							
SECTION B1: DEBRIS REMOVAL FROM OUTER ISLANDS							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
B1-1	Vegetative Debris Removal from Right-of-Way on Cabbage Key, Cayo Costa, North Captiva & Useppa to Debris Management Site (DMS)	CY	\$ 14.98	\$ 15.28	\$ 15.59	\$ 15.97	\$ 16.37
B1-2	C & D Debris Removal from Right-of-Way on Cabbage Key, Cayo Costa, North Captiva & Useppa to Debris Management Site (DMS)	CY	\$ 15.95	\$ 16.27	\$ 16.59	\$ 17.01	\$ 17.43
B1-2	White Goods Removal from Right-of-Way on Cabbage Key, Cayo Costa, North Captiva & Useppa and hauling to final disposal site	Unit	\$ 200.00	\$ 204.00	\$ 208.08	\$ 213.28	\$ 218.61
B1-3	E-Waste Removal from Right-of-Way on Cabbage Key, Cayo Costa, North Captiva & Useppa and hauling to final disposal site	Unit	\$ 100.00	\$ 102.00	\$ 104.04	\$ 106.64	\$ 109.31
B1-4	Household Hazardous Waste Removal from Right-of-Way on Cabbage Key, Cayo Costa, North Captiva & Useppa and hauling to final dispos	LB	\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.32	\$ 54.65
B1-5	Battery Removal from Right-of-Way on Cabbage Key, Cayo Costa, North Captiva & Useppa and hauling to final disposal site	LB	\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.32	\$ 54.65
B1-6	Small Motor Removal from Right-of-Way on Cabbage Key, Cayo Costa, North Captiva & Useppa and hauling to final disposal site	LB	\$ 175.00	\$ 178.50	\$ 182.07	\$ 186.62	\$ 191.29
SECTION B2: ADDITIONAL SERVICES (BARGE AND TUG)							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
B1-7	Rental and Operation of Barge and Tug - 110 x 30 (includes fuel)	Per Day	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00
B1-8	Mobilization for Barge and Tug	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
B1-9	De-Mobilization for Barge and Tug	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
NOTES - The following notes apply only to Category B within the Schedule of Values							
1	This is a 5 year contract. Pricing for each contract year listed in Category B will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.						
2	Marine Based Operations to Remove Debris on the Outer Islands are specific to Cabbage Key, Cayo Costa, North Captiva Island and Useppa. Pricing for debris removal in Category B shall be inclusive of all labor, equipment, supplies, fuel and the means necessary for the Contractor to perform the services required in order to remove debris from the ROW on the island and transport to the Final Disposal Site. Barge pricing is considered separate and not part of the core services. Contractor will not be able to utilize pricing in Category A, C, D and E for the islands exclusive to Category B.						
3	Debris collection and monitoring services on the outer islands is considered Private Property Debris Removal in accordance with FEMA guidelines. Private Property Debris Removal is only eligible for collection under this contract if FEMA and/or FDEM issues a waiver permitting Private Property Debris Removal (PPDR)						
4	All barge or marine vessel activites, utilized for marine based operations must be pre-approved by the County, FEMA and / or FDEM prior to activation, mobilization or deployment occuring						
5	The County reserves the right to request the Contractor to temporarliy utilize barge operatons, should islands on the inland areas of Lee County become inaccessible (bridge damaged). Any temporary marine based operatoions utilizing a barge for those inland areas shall discontinue once the islands are accessible by the repaired bridges and land based operations can resume.						

RFP260035BJB - DISASTER RECOVERY SERVICES for LEE COUNTY							
CATEGORY C: SPECIALTY REMOVAL AND RESTORATION							
SECTION C1: SPECIALTY REMOVAL (Activities require specific task authorization and include all labor and management of tasks)							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
C1-1	Collection and hauling of sand or soil from the public right-of-way to a County-approved DMS or Temporary Sand Staging Area	CY	\$ 18.98	\$ 19.93	\$ 20.43	\$ 20.94	\$ 21.46
C1-2	Collection and hauling of sand or soil from the public right-of-way to a County-approved Temporary Sand Staging Area	CY	\$ 18.98	\$ 19.93	\$ 20.43	\$ 20.94	\$ 21.46
C1-3	Collection and hauling of sand or soil from a Temporary Sand Staging Area to a County-approved DMS	CY	\$ 8.88	\$ 9.32	\$ 9.56	\$ 9.80	\$ 10.04
C1-4	Management of Temporary Sand Staging Areas	CY	\$ 1.86	\$ 1.95	\$ 2.00	\$ 2.05	\$ 2.10
C1-5	Screening and sifting of collected sand or soil to remove debris and contaminants.	CY	\$ 6.48	\$ 6.80	\$ 6.97	\$ 7.15	\$ 7.33
C1-6	Hauling out screened sand from DMS or Temporary Sand Staging Area to final disposition. (Note 6)	CY	\$ 8.68	\$ 9.11	\$ 9.34	\$ 9.58	\$ 9.81
C1-7	Hauling out Sand CD (tailings) from DMS or Temporary Sand Staging Area to final disposition	CY	\$ 8.68	\$ 9.12	\$ 9.34	\$ 9.58	\$ 9.82
C1-8	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2)	CY	\$ 8.68	\$ 9.11	\$ 9.34	\$ 9.58	\$ 9.81
C1-9	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2)	Unit	\$ 250.00	\$ 262.50	\$ 269.06	\$ 275.79	\$ 282.68
C1-10	Removal of eligible Vessel from (Land)	LF	\$ 125.00	\$ 131.25	\$ 134.53	\$ 137.89	\$ 141.34
C1-11	Dead Fish and/or Algae, including removal and sand raking from beaches.	LB	\$ 40.00	\$ 42.00	\$ 43.05	\$ 44.13	\$ 45.23
SECTION C2: TITLED PROPERTY DEBRIS REMOVAL							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
C2-1	Public Titled Property Vessel (<25')	EA	\$ 1,250.00	\$ 1,312.50	\$ 1,345.31	\$ 1,378.95	\$ 1,413.42
C2-2	Public Titled Property Vessel (26' - 31')	EA	\$ 1,750.00	\$ 1,837.50	\$ 1,883.44	\$ 1,930.52	\$ 1,978.79
C2-3	Public Permanent Disposal Haul-out Titled Property	CY-Mile	\$ 3.68	\$ 3.86	\$ 3.96	\$ 4.06	\$ 4.16
C2-4	Public Titled Property Vessel (32' - 40')	EA	\$ 3,500.00	\$ 3,675.00	\$ 3,766.88	\$ 3,861.05	\$ 3,957.57
C2-5	Public Titled Property Vessel (41' – 55')	EA	\$ 7,500.00	\$ 7,875.00	\$ 8,071.88	\$ 8,273.67	\$ 8,480.51
C2-6	Public Titled Property Vessel (56' – 79')	EA	\$ 12,500.00	\$ 13,125.00	\$ 13,453.13	\$ 13,789.45	\$ 14,134.19
C2-7	Public Titled Property Vessel (80'+)	EA	\$ 17,500.00	\$ 18,375.00	\$ 18,834.38	\$ 19,305.23	\$ 19,787.87
C2-8	PPDR Titled Property Vessel (<25')	EA	\$ 1,250.00	\$ 1,312.50	\$ 1,345.31	\$ 1,378.95	\$ 1,413.42
C2-9	PPDR Titled Property Vessel (26' - 31')	EA	\$ 1,750.00	\$ 1,837.50	\$ 1,883.44	\$ 1,930.52	\$ 1,978.79
C2-10	PPDR Titled Property Vessel (32' - 40')	EA	\$ 3,500.00	\$ 3,675.00	\$ 3,766.88	\$ 3,861.05	\$ 3,957.57
C2-11	PPDR Titled Property Vessel (41' – 55')	EA	\$ 7,500.00	\$ 7,875.00	\$ 8,071.88	\$ 8,273.67	\$ 8,480.51
C2-12	PPDR Titled Property Vessel (56' – 79')	EA	\$ 12,500.00	\$ 13,125.00	\$ 13,453.13	\$ 13,789.45	\$ 14,134.19
C2-13	PPDR Titled Property Vessel (80'+)	EA	\$ 17,500.00	\$ 18,375.00	\$ 18,834.38	\$ 19,305.23	\$ 19,787.87

C2-15	Vehicle Removal (0 - 10,000 lbs GVW)	EA	\$ 250.00	\$ 262.50	\$ 269.06	\$ 275.79	\$ 282.68
C2-16	PPDR Titled Property Container	EA	\$ 250.00	\$ 262.50	\$ 269.06	\$ 275.79	\$ 282.68
C2-17	PPDR Titled Property Tank	EA	\$ 250.00	\$ 262.50	\$ 269.06	\$ 275.79	\$ 282.68
C2-18	PPDR Titled Property Equipment Trailer	EA	\$ 250.00	\$ 262.50	\$ 269.06	\$ 275.79	\$ 282.68
C2-21	PPDR Titled Property Trailer	EA	\$ 200.00	\$ 210.00	\$ 215.25	\$ 220.63	\$ 226.15
C2-22	CPDR Titled Property Equipment Trailer	EA	\$ 200.00	\$ 210.00	\$ 215.25	\$ 220.63	\$ 226.15
C2-23	PPDR Titled Property Vehicle (10,000 - 20,000 lbs GVW)	EA	\$ 350.00	\$ 367.50	\$ 376.69	\$ 386.10	\$ 395.76
C2-24	PPDR Titled Property Vehicle (>20,000 lbs GVW)	EA	\$ 450.00	\$ 472.50	\$ 484.31	\$ 496.42	\$ 508.83
SECTION C3: ADDITIONAL SERVICES							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
C3-1	Load and haul concrete debris for the ROW within Unincorporated Lee County to a Final Disposal Location	CY	\$ 16.98	\$ 17.83	\$ 18.27	\$ 18.73	\$ 19.20
C3-2	Pass Through Disposal Fees - USA Mulch (Clean Concrete)	N/A	At Cost	At Cost	At Cost	At Cost	At Cost
C3-3	Debris Collection and Hauling to DMS from County Owned or Maintained Properties other than ROW	CY	\$ 14.98	\$ 15.73	\$ 16.12	\$ 16.53	\$ 16.94
C3-4	Private Property Debris Removal hauled to DMS or Final Disposal	CY	\$ 14.98	\$ 15.73	\$ 16.12	\$ 16.53	\$ 16.94
C3-5	Private Property Leaners and Hangers (Cut and Drop)	Per Tree	\$ 395.00	\$ 414.75	\$ 425.12	\$ 435.75	\$ 446.64
NOTES - The following notes apply only to Category C within the Schedule of Values							
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.						
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.						
3	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.						
4	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.						
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.						
6	Screened sand is expected to be returned to the beach. However, if the County directs the Contractor to transport and place the screened sand at an alternate location more than 5 miles from the screening site, the Contractor may bill for the additional haul using the applicable T&M dump truck rates, as approved by the County.						
7	This is a 5 year contract. Pricing for each contract year listed in Category C will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.						

RFP260035BJB - DISASTER RECOVERY SERVICES for LEE COUNTY							
CATEGORY D: SPECIALIZED LABOR AND WORK CREWS							
SECTION D1: SPECIALIZED LABOR							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
D1-1	Field Supervisor with truck and cell phone	Hourly	\$ 85.00	\$ 87.13	\$ 89.30	\$ 91.54	\$ 93.82
D1-2	Administrative Assistant	Hourly	\$ 30.00	\$ 30.75	\$ 31.52	\$ 32.31	\$ 33.11
D1-3	Heavy Equipment Operator	Hourly	\$ 85.00	\$ 87.13	\$ 89.30	\$ 91.54	\$ 93.82
D1-4	Tool Operator (Chainsaw)	Hourly	\$ 65.00	\$ 66.63	\$ 68.29	\$ 70.00	\$ 71.75
D1-5	Laborer w/ small tools	Hourly	\$ 65.00	\$ 66.63	\$ 68.29	\$ 70.00	\$ 71.75
D1-6	Mechanic w/ truck and tools	Hourly	\$ 150.00	\$ 153.75	\$ 157.59	\$ 161.53	\$ 165.57
D1-7	Tree Climber w/ chainsaw and gear	Hourly	\$ 195.00	\$ 199.88	\$ 204.87	\$ 209.99	\$ 215.24
SECTION D2: WORK CREWS (typical crew makeup for "First 70 Hours Operation")							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
D2-1	WheelLoader w/ operator, 2.5 cy, Foreman with support vehicle and small equipment, Laborer w/ chainsaw & two (2) laborers with small tools	Hourly (entire crew)	\$ 525.00	\$ 538.13	\$ 551.58	\$ 565.37	\$ 579.50
NOTES - The following notes apply only to Category D within the Schedule of Values							
1	This is a 5 year contract. Pricing for each contract year listed in Category D will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.						

RFP260035BJB - DISASTER RECOVERY SERVICES for LEE COUNTY										
CATEGORY E: EQUIPMENT										
SECTION E1: EQUIPMENT										
Item	Description	Specification	Capacity	Horse Power	Notes	Year 1 Rate Per Hour	Year 2 Rate Per Hour	Year 3 Rate Per Hour	Year 4 Rate Per Hour	Year 5 Rate Per Hour
E1-1	Aerial Lift, Self Propelled	Max Platform Ht	37 ft	to 15	Articulated, telescoping, scissor	\$ 25.00	\$ 25.50	\$ 26.01	\$ 26.53	\$ 27.06
E1-2	Aerial Lift, Self Propelled	Max Platform Ht	60 ft	to 30	Articulated, telescoping, scissor	\$ 35.00	\$ 35.70	\$ 36.41	\$ 37.14	\$ 37.89
E1-3	Aerial Lift, Self Propelled	Max Platform Ht	70 ft	To 50	Articulated, telescoping, scissor	\$ 40.00	\$ 40.80	\$ 41.62	\$ 42.45	\$ 43.30
E1-4	Aerial Lift, Self Propelled	Max Platform Ht	125 ft	To 85	Articulated, telescoping, scissor	\$ 45.00	\$ 45.90	\$ 46.82	\$ 47.75	\$ 48.71
E1-5	Aerial Lift, Self Propelled	Max Platform Ht	150 ft	to 130	Articulated, telescoping, scissor	\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98	\$ 70.36
E1-6	Aerial Lift, Truck Mounted	Max Platform Ht	25 Ft		Articulated, telescoping, scissor	\$ 75.00	\$ 76.50	\$ 78.03	\$ 79.59	\$ 81.18
E1-7	Aerial Lift, Truck Mounted	Max Platform Ht	50 Ft		Articulated, telescoping, scissor	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
E1-8	Aerial Lift, Truck Mounted	Max Platform Ht	75 Ft		Articulated, telescoping, scissor	\$ 95.00	\$ 96.90	\$ 98.84	\$ 100.81	\$ 102.83
E1-9	Aerial Lift, Truck Mounted	Max Platform Ht	100 Ft		Articulated, telescoping, scissor	\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
E1-10	Breaker, Hand-Held Pavement	Weight	25 - 90 lbs			\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.06	\$ 54.12
E1-11	Breaker, Pavement			to 70		\$ 45.00	\$ 45.90	\$ 46.82	\$ 47.75	\$ 48.71
E1-12	Breaker Pavement			to 105		\$ 55.00	\$ 56.10	\$ 57.22	\$ 58.37	\$ 59.53
E1-13	Breaker, Pavement			to 137		\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98	\$ 70.36
E1-14	Breaker, Pavement					\$ 75.00	\$ 76.50	\$ 78.03	\$ 79.59	\$ 81.18
E1-15	Bucket, Clamshell	Capacity	1.0 CY			\$ 35.00	\$ 35.70	\$ 36.41	\$ 37.14	\$ 37.89
E1-16	Bucket, Clamshell	Capacity	2.5 CY			\$ 40.00	\$ 40.80	\$ 41.62	\$ 42.45	\$ 43.30
E1-17	Bucket, Clamshell	Capacity	5.0 CY			\$ 45.00	\$ 45.90	\$ 46.82	\$ 47.75	\$ 48.71
E1-18	Bucket, Clamshell	Capacity	7.5 CY			\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.06	\$ 54.12
E1-19	Chain Saw	Bar Length	16 Inch			\$ 25.00	\$ 25.50	\$ 26.01	\$ 26.53	\$ 27.06
E1-20	Chain Saw	Bar Length	25 inch			\$ 35.00	\$ 35.70	\$ 36.41	\$ 37.14	\$ 37.89
E1-21	Chain Saw Pole	Bar Size	18 inch			\$ 45.00	\$ 45.90	\$ 46.82	\$ 47.75	\$ 48.71

E1-22	Chipper, Brush	Chipping Capacity	6 inch	to 35	Trailer mounted	\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98	\$ 70.36
E1-23	Chipper, Brush	Chipping Capacity	12 inch	to 60	Trailer mounted	\$ 70.00	\$ 71.40	\$ 72.83	\$ 74.28	\$ 75.77
E1-24	Chipper, Brush	Chipping Capacity	16 Inch	to 100	Trailer mounted	\$ 75.00	\$ 76.50	\$ 78.03	\$ 79.59	\$ 81.18
E1-25	Chipper, Brush	Chipping Capacity	18 inch	to 125	Trailer mounted	\$ 80.00	\$ 81.60	\$ 83.23	\$ 84.90	\$ 86.59
E1-26	Chipper, Brush	Chipping Capacity	18 inch	to 200	Trailer mounted	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
E1-27	Chipper, Brush	Chipping Capacity	19 inch	to 300	Trailer mounted	\$ 90.00	\$ 91.80	\$ 93.64	\$ 95.51	\$ 97.42
E1-28	Chipper, Brush	Chipping Capacity	19 inch	to 450	Trailer mounted	\$ 115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48
E1-29	Chipper, Brush	Chipping Capacity		to 650	Trailer mounted	\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89
E1-30	Crane	Max Lift Capacity	8 MT	to 80		\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24
E1-31	Crane	Max Lift Capacity	15 MT	to 150		\$ 250.00	\$ 255.00	\$ 260.10	\$ 265.30	\$ 270.61
E1-32	Crane	Max Lift Capacity	27 MT	to 200		\$ 350.00	\$ 357.00	\$ 364.14	\$ 371.42	\$ 378.85
E1-33	Crane	Max Lift Capacity	45 MT	to 300		\$ 450.00	\$ 459.00	\$ 468.18	\$ 477.54	\$ 487.09
E1-34	Crane	Max Lift Capacity	70 MT	to 350		\$ 550.00	\$ 561.00	\$ 572.22	\$ 583.66	\$ 595.34
E1-35	Crane	Max Lift Capacity	110 MY	to 450		\$ 650.00	\$ 663.00	\$ 676.26	\$ 689.79	\$ 703.58
E1-36	Crane, Truck mounted	Max Lift Capacity	17,600 lbs			\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
E1-37	Crane, Truck mounted	Max Lift Capacity	33,000 lbs			\$ 165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
E1-38	Crane, Truck mounted	Max Lift Capacity	60,000 lbs			\$ 175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.43
E1-39	Crane, Truck mounted	Max Lift Capacity	120,000 lbs			\$ 225.00	\$ 229.50	\$ 234.09	\$ 238.77	\$ 243.55
E1-40	Fork Lift	Capacity	6000 lbs	to 60		\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
E1-41	Fork Lift	Capacity	12,000 lbs	to 90		\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
E1-42	Fork Lift	Capacity	18,000 lbs	to 140		\$ 145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.95
E1-43	Fork Lift	Capacity	50,000 lbs	to 215		\$ 155.00	\$ 158.10	\$ 161.26	\$ 164.49	\$ 167.78
E1-44	Load, Skid-Steer	Operating Capacity	1000 lbs	to 35		\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
E1-45	Load, Skid-Steer	Operating Capacity	2000 lbs	to 65		\$ 145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.95
E1-46	Load, Skid-Steer	Operating Capacity	3000 lbs	to 85		\$ 145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.95
E1-47	Load, Skid-Steer	Operating Capacity	4000 lbs	to 94		\$ 155.00	\$ 158.10	\$ 161.26	\$ 164.49	\$ 167.78
E1-48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ 175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.43
E1-49	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ 185.00	\$ 188.70	\$ 192.47	\$ 196.32	\$ 200.25

E1-50	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ 195.00	\$ 198.90	\$ 202.88	\$ 206.94	\$ 211.07
E1-51	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ 195.00	\$ 198.90	\$ 202.88	\$ 206.94	\$ 211.07
E1-52	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ 210.00	\$ 214.20	\$ 218.48	\$ 222.85	\$ 227.31
E1-53	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ 225.00	\$ 229.50	\$ 234.09	\$ 238.77	\$ 243.55
E1-54	Loader, Wheel	Bucket Capacity	6 CY	To 305		\$ 260.00	\$ 265.20	\$ 270.50	\$ 275.91	\$ 281.43
E1-55	Loader, Wheel	Bucket Capacity	7 CY	To 360		\$ 265.00	\$ 270.30	\$ 275.71	\$ 281.22	\$ 286.84
E1-56	Loader, Wheel	Bucket Capacity	8 CY	To 415		\$ 270.00	\$ 275.40	\$ 280.91	\$ 286.53	\$ 292.26
E1-57	Loader, Wheel	Bucket Capacity	9 CY	To 470		\$ 275.00	\$ 280.50	\$ 286.11	\$ 291.83	\$ 297.67
E1-58	Loader, Wheel	Bucket Capacity	10 CY	To 530		\$ 290.00	\$ 295.80	\$ 301.72	\$ 307.75	\$ 313.91
E1-59	Loader-Backhoe, Wheel	Bucket Capacity	.05 CY	To 40	Loader and Backhoe bucket included	\$ 165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
E1-60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and Backhoe bucket included	\$ 170.00	\$ 173.40	\$ 176.87	\$ 180.41	\$ 184.01
E1-61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and Backhoe bucket included	\$ 175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.43
E1-62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and Backhoe bucket included	\$ 180.00	\$ 183.60	\$ 187.27	\$ 191.02	\$ 194.84
E1-63	Saw, Concrete	Blade Diameter	14 in	To 14		\$ 35.00	\$ 35.70	\$ 36.41	\$ 37.14	\$ 37.89
E1-64	Saw, Concrete	Blade Diameter	26 in	To 35		\$ 40.00	\$ 40.80	\$ 41.62	\$ 42.45	\$ 43.30
E1-65	Saw, Concrete	Blade Diameter	48 in	To 65		\$ 48.00	\$ 48.96	\$ 49.94	\$ 50.94	\$ 51.96
E1-66	Sweeper, Pavement			to 110		\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
E1-67	Sweeper, Pavement			To 150		\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
E1-68	Sweeper, Pavement			To 200		\$ 145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.95
E1-69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.06	\$ 54.12
E1-70	Trailer, Dump	Capacity	30 CY			\$ 55.00	\$ 56.10	\$ 57.22	\$ 58.37	\$ 59.53
E1-71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	\$ 60.00	\$ 61.20	\$ 62.42	\$ 63.67	\$ 64.95
E1-72	Trailer, Equipment	Capacity	30 tons			\$ 165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
E1-73	Trailer, Equipment	Capacity	40 tons			\$ 175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.43
E1-74	Trailer, Equipment	Capacity	60 tons			\$ 185.00	\$ 188.70	\$ 192.47	\$ 196.32	\$ 200.25
E1-75	Trailer, Equipment	Capacity	120 tons			\$ 195.00	\$ 198.90	\$ 202.88	\$ 206.94	\$ 211.07
E1-76	Truck, Dump	Truck Capacity	8 CY	To 210		\$ 45.00	\$ 45.90	\$ 46.82	\$ 47.75	\$ 48.71
E1-77	Truck, Dump	Truck Capacity	10 CY	To 235		\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.06	\$ 54.12

E1-78	Truck, Dump	Truck Capacity	12 CY	To 255		\$ 55.00	\$ 56.10	\$ 57.22	\$ 58.37	\$ 59.53
E1-79	Truck, Dump	Truck Capacity	18 CY	To 330		\$ 60.00	\$ 61.20	\$ 62.42	\$ 63.67	\$ 64.95
E1-80	Truck, Dump	Truck Capacity	28 CY	To 400		\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98	\$ 70.36
E1-81	Truck, Dump	Truck Capacity	40 CY	To 460		\$ 70.00	\$ 71.40	\$ 72.83	\$ 74.28	\$ 75.77
E1-82	Truck, Dump	Truck Capacity	50 CY	To 620		\$ 75.00	\$ 76.50	\$ 78.03	\$ 79.59	\$ 81.18
E1-83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs	To 150		\$ 80.00	\$ 81.60	\$ 83.23	\$ 84.90	\$ 86.59
E1-84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs	To 180		\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
E1-85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs	To 215		\$ 90.00	\$ 91.80	\$ 93.64	\$ 95.51	\$ 97.42
E1-86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs	To 250		\$ 95.00	\$ 96.90	\$ 98.84	\$ 100.81	\$ 102.83
E1-87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs	To 300		\$ 100.00	\$ 102.00	\$ 104.04	\$ 106.12	\$ 108.24
E1-88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
E1-89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89
E1-90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
E1-91	Truck, Pickup			To 130		\$ 20.00	\$ 20.40	\$ 20.81	\$ 21.22	\$ 21.65
E1-92	Truck, Pickup			To 180		\$ 25.00	\$ 25.50	\$ 26.01	\$ 26.53	\$ 27.06
E1-93	Truck, Pickup			To 230		\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.84	\$ 32.47
E1-94	Truck, Pickup			To 280		\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.84	\$ 32.47
E1-95	Truck, Tractor			To 210		\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.06	\$ 54.12
E1-96	Truck, Tractor			To 265		\$ 55.00	\$ 56.10	\$ 57.22	\$ 58.37	\$ 59.53
E1-97	Truck, Tractor			To 310		\$ 60.00	\$ 61.20	\$ 62.42	\$ 63.67	\$ 64.95
E1-98	Truck, Tractor			TO 350		\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98	\$ 70.36
E1-99	Tub Grinder			To 400		\$ 295.00	\$ 300.90	\$ 306.92	\$ 313.06	\$ 319.32
E1-100	Tub Grinder			To 500		\$ 350.00	\$ 357.00	\$ 364.14	\$ 371.42	\$ 378.85
E1-101	Tub Grinder			To 600		\$ 355.00	\$ 362.10	\$ 369.34	\$ 376.73	\$ 384.26
E1-102	Tub Grinder			To 700		\$ 360.00	\$ 367.20	\$ 374.54	\$ 382.03	\$ 389.68
E1-103	Tub Grinder			To 800		\$ 395.00	\$ 402.90	\$ 410.96	\$ 419.18	\$ 427.56
E1-104	Tub Grinder			To 900		\$ 395.00	\$ 402.90	\$ 410.96	\$ 419.18	\$ 427.56
E1-105	Tub Grinder			To 1,000		\$ 395.00	\$ 402.90	\$ 410.96	\$ 419.18	\$ 427.56

E1-106	Light Tower	with 4 500 watt light	w/ 10kw power unit	13.5	Trailer mounted	\$ 100.00	\$ 102.00	\$ 104.04	\$ 106.12	\$ 108.24
E1-107	Light Tower					\$ 100.00	\$ 102.00	\$ 104.04	\$ 106.12	\$ 108.24
E1-108	All Terrain Vehicle	6- wheel				\$ 95.00	\$ 96.90	\$ 98.84	\$ 100.81	\$ 102.83
E1-109	All Terrain Vehicle	4-Wheel - 24"	250cc	15-17		\$ 75.00	\$ 76.50	\$ 78.03	\$ 79.59	\$ 81.18
E1-110	All Terrain Vehicle	4-Wheel - 24"	300cc	18-20		\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
E1-111	All Terrain Vehicle	4-Wheel - 24"	400cc	26-28		\$ 95.00	\$ 96.90	\$ 98.84	\$ 100.81	\$ 102.83
E1-112	Graders	Moldboard Size	10 FT	to 110	Includes Rigid and Articulate equipment	\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
E1-113	Graders	Moldboard Size	12 FT	To 150	Includes Rigid and Articulate equipment	\$ 130.00	\$ 132.60	\$ 135.25	\$ 137.96	\$ 140.72
E1-114	Graders	Moldboard Size	14 Ft	To 225	Includes Rigid and Articulate equipment	\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
E1-115	Powerscreen	1400				\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
E1-116	Powerscreen	1700				\$ 115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48
E1-117	Powerscreen	2100				\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89
E1-118	Stacking Conveyor	30 x 60 Portable Hydraulic			Complete Road package	\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
E1-119	Water Truck	Tank Capacity	2500 Gal	to 175	Include pump and rear spray	\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
E1-120	Water Truck	Tank Capacity	4000 Gal	to 250	Include pump and rear spray	\$ 165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
E1-121	boom	Model Barko 595 ML		To 240		\$ 145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.95
E1-122	Crawler		149,999 lbs	to 235	Bucket not included in rate	\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
E1-123	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	\$ 145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.95
E1-124	Clamshell & Dragline, Truck			to 240	Bucket not included in rate	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
NOTES - The following notes apply only to Category E within the Schedule of Values										
1	This is a 5 year contract. Pricing for each contract year listed in Category E will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.									

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements Includes Pollution Liability

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

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

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

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

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

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

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

- d. **Pollution Liability** – Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damages / cleanup, including wrongful delivery

****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."***



Lee County Insurance Requirements Includes Pollution Liability

Verification of Coverage:

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

a. Under the Description of Operations, the following must read as listed:

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

EXHIBIT D

PROJECT FUNDING PACKAGE



RFP260035BJB Addendum 4

DRC Emergency Services, LLC

Supplier Response

Event Information

Number: RFP260035BJB Addendum 4
 Title: Disaster Recovery Services for Lee County
 Type: Request for Proposals
 Issue Date: 2/13/2026
 Deadline: 3/31/2026 02:30 PM (ET)
 Notes: **FUNDED IN PART OR IN WHOLE BY: Federal Emergency Management Agency (FEMA) Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.**

Notice to Contractor / Vendor / Proposer(s)
 Request for Proposal (RFP)
 Lee County, Florida, is requesting proposals from qualified individuals/firms for the attached solicitation.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their sealed proposals, pertinent to this project prior to the date and time specified to the office of the Procurement Management Director, either electronically via Ion Wave or hand-delivered to 2115 Second Street, 1st Floor, Fort Myers, FL 33901.

Hand-delivered proposals 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, bidder name, and contact information as identified in these solicitation documents. Download the Bid Invitation and complete all Attributes, Bid Lines if applicable, and Supplier Information. Ensure all requested attachments are included as specified and the Bid Invitation is signed

and dated.

The sealed proposals submitted are to be publicly opened at the Lee County Procurement Management Division office located at 2115 Second Street, 1st Floor, Fort Myers, Florida 33901, 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, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

The Scope of Work/Specifications for this solicitation is available from <https://leegov.ionwave.net>. Proposers who obtain Scope of Work/Specifications from sources other than <https://leegov.ionwave.net> are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from <https://leegov.ionwave.net>. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

Submissions containing corrupted, unreadable, or otherwise inaccessible documents may be considered non-responsive and may be disqualified from further evaluation.

Questions regarding this solicitation are to be submitted electronically at <https://leegov.ionwave.net> under the questions tab for this solicitation.

Sincerely,
Adam Brooke/Robin Dennard
Procurement Manager

*<https://leegov.ionwave.net> is the County's official posting site

CAUTION: Proposers should take caution that the County is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing time.

Contact Information

Contact: Brian Boehs
Address: Lee County Procurement Management
Administration
1st Floor
Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Phone: (239) 533-8887
Email: bboehs@leegov.com

DRC Emergency Services, LLC Information

Address: 6702 Broadway Street
Galveston, TX 77554
Phone: (888) 721-4372
Web Address: drcusa.com

By submitting responses to Lee County Procurement Management, each vendor hereby agrees to the terms and conditions stated herein. Vendor hereby agrees to conducting transactions with Lee County Procurement Management by electronic means. The vendor and Lee County agree that electronic signatures of the vendor included in documents to Lee County Procurement Management are intended to authenticate the writing. The vendors' electronic signature shall have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Electronic Signature Act of 1996 (Fla. Stat. § 668.001 et seq.) and the Uniform Electronic Transaction Act (Fla. Stat. § 668.50) as amended from time to time.

Kristy Fuentes

Signature

Submitted at 3/31/2026 10:39:05 AM (ET)

lgarcia@drcusa.com

Email

Requested Attachments**ATTACHMENT 1 - Evaluation Criteria Package**

Evaluation Criteria Package - DRC
Emergency Services, LLC.pdf

Submit one (1) PDF File labeled "Evaluation Criteria Package". This file shall include the clearly tabbed and labeled required sections listed below:

- Section A - Introduction and Description of Company (Cover Page)
- Section B - Experience and References (Criteria 1)
- Section C - Company Resources: Facilities, Equipment & Personnel (Criteria 2)
- Section D - Company Capabilities (Criteria 3)
- Section E - Financial Stability (Criteria 4)
- Section F - Other Attachment

**** Zip files are not permitted ****

ATTACHMENT 3 - Required Forms Package

Forms Package - DRC Emergency
Services, LLC.pdf

Submit one (1) PDF File labeled "Forms Package". This file must include all required forms. It must NOT be combined with the Evaluation Criteria Package or the Price Proposal Package. Please refer to the Response Attachments Checklist in the Attachments Tab.

****Omission of required forms may deem the Proposer non-responsive. Zip files are not permitted****

ATTACHMENT 2 - Addendum 2 Revised Price Proposal Package

Addendum 2 - Revised Price
Proposal Package - DRC
Emergency Services, LLC.xlsx

Submit one (1) Excel File labeled "Addendum 2 Revised Price Proposal Form Package". This file must include the required Addendum 2 Revised Price Proposal Form as provided in the attachments tab and listed below:

- Section G - Price Proposal (Criteria 5)

**** Price Proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award. Proposers may not adjust or modify data provided within the County's Price Proposal Form. Price Proposal Forms received with modified data may deem the Proposer as non-responsive and ineligible for award ****

Bid Attributes

1	Company Name Provide full company name as listed on Sunbiz. DRC Emergency Services, LLS
2	Primary Point of Contact Name Provide primary point of contact name and title for submitted information. Kristy Fuentes - Vice President, Treasurer, Secretary
3	Primary Point of Contact Email Please provide an email address for the primary point of contact. kfuentes@drcusa.com
4	Primary Point of Contact Telephone Please provide a telephone number for the primary point of contact. (888) 721-4372
5	Physical Business Address Please provide the physical address for the company. 6702 Broadway St, Galveston, TX 77554
6	Location Principal Place of Business Principal place of business is located within the boundaries of: Non-Local
7	Longevity Number of years at principal place of business: 25
8	Are you registered in the E-Verify system? Are you registered in the E-Verify system? Florida law (§ 448.095, F.S.) requires all contractors and subcontractors entering into contracts with public agencies on or after January 1, 2021, to register with and use the federal E-Verify system to confirm the employment eligibility of all new hires. Contractors must ensure compliance before contract execution, as failure to do so may result in contract termination and ineligibility for future public contracts. Yes
9	Local Business Tax License # If applicable, provide Lee County business tax license number with expiration date. Attach a copy of the current license with your solicitation package. 1089228

10 Addendum Acknowledgement Project Funding Package

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

By submitting this bid/proposal package, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and addenda. Please acknowledge the number of addendum(s) reviewed.

11 Tax Payer Identification Number

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

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

12 Collusion Statement

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

13 Scrutinized Companies Certification

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

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

14 Business Relationship Disclosure

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

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

15 Disadvantaged Business Enterprise Project Funding Package

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

No

16 Acknowledge Completion Requirements and Pricing

I acknowledge and understand that any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures on any forms may result in the submission being declared non-responsive by the County. Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price. The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award. Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

☒ I agree.

17 Vendor Acknowledgement and Acceptance of Terms and Conditions

The Terms and Conditions have been reviewed and are being accepted by the submission of this proposal.

☒ Acknowledge and Accept

18 Vendor Acknowledgement and Acceptance of Insurance Requirements

The Lee County Insurance Requirements have been reviewed and are being accepted by the submission of this proposal.

☒ Acknowledge and Accept

19 Vendor Acknowledgement and Acceptance of Special Conditions

The Special Conditions have been reviewed and are being accepted by the submission of this proposal.

☒ Acknowledge and Accept

20 Vendor Acknowledgement and Acceptance of Supplemental Conditions

The Supplemental Conditions have been reviewed and are being accepted by the submission of this proposal.

☒ Acknowledge and Accept

21 Vendor Acknowledgement and Acceptance of General Conditions

The General Conditions have been reviewed and are being accepted by the submission of this proposal.

☒ Acknowledge and Accept

22 Vendor Acknowledgement and Acceptance of Detailed Specifications

The Detailed Specifications have been reviewed and are being accepted by the submission of this proposal.

☒ Acknowledge and Accept

23 Vendor Acknowledgement and Acceptance of Submittal Requirements and Evaluation Criteria

The Submittal Requirements and Evaluation Criteria have been reviewed and are being accepted by the submission of this proposal.

☒ Acknowledge and Accept

24 Is your company registered with SAM.GOV for Project Funding Package

Vendors shall be required to enroll in the System for Award Management at www.sam.gov and provide acceptable evidence of the enrollment or registration with their proposal. It is the Vendor's responsibility to ensure all subcontractors are enrolled with www.sam.gov.

The General Services Administration (GSA), a federal agency, is required by the Federal Acquisition Regulation (FAR) to compile and maintain a list of parties debarred, suspended, or disqualified by federal agencies. As this project includes federal funding, CONTRACTORS/ VENDORS/CONSULTANTS, as well as SUBCONTRACTORS/SUBVENDORS/SUBCONSULTANTS must be registered and be active at Sam.gov prior to Contract award. It is highly recommended CONTRACTORS/VENDORS/CONSULTANTS and SUBCONTRACTORS/SUBVENDORS/SUBCONSULTANTS provide a copy with their proposal of such registration.

Yes

25 If your company is registered with SAM.GOV enter your Unique Entity ID and its expiration date here:

KLQXF6DU7EZ6 expiration 2/6/2027

Terms and Conditions**Request for Proposal****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 County Purchasing
 - 2.1.2. Lee County Procurement Management Ordinance 25-11
 - 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 25-11
 - 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.
 - 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.

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- 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. Additional sources may be utilized to determine credit worthiness and ability to perform.
- 6.1.2. 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.
- 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.
- 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **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.
- 6.3. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as

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amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

7. PRE-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.leegov.com/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.

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**

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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.
- 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

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- 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.
 - 15.2. 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.
 - 15.3. **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. 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. ANTITRUST VIOLATION
- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.
18. DRUG FREE WORKPLACE
- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.
19. FLORIDA CERTIFIED ENTERPRISES
- 19.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
 - 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.
20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - 20.2. 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

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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.

- 20.3. 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.
- 20.4. 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.

21. SUB-PROPOSER/CONSULTANT

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

22. RFP - PROJECT GUIDELINES

- 22.1. 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:
- 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
- 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
- 22.1.3. 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.
- 22.1.4. 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.
- 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
- 22.1.6. 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.

23. RFP – EVALUATION

- 23.1. **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. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. 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").
- 23.2. **Evaluation Meeting(s):**
- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. 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) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. 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.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. 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.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 24.4.1. Make award(s) to one or multiple proposers.
 - 24.4.2. Waive minor informalities in any response;
 - 24.4.3. Reject any and all proposals with or without cause;
 - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. 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.
 - 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 25.1.2. Step 2: 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.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. 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 unless otherwise mandated by law.
- 26.2. 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, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. 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.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. 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:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. 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,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and

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- 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. 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.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 25-11 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. 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.**
- 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 28.4.2. 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.
- 28.5. 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.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 25-11 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. 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.

30. CONTRACT ADMINISTRATION**30.1. Designated Contact:**

- 30.1.1. 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.
- 30.1.2. 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.

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

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. RFP – Basis of Award:

- 30.3.1. Award will be made to the most responsible and responsive proposer who offers the Best Value based on the evaluation criteria.

30.4. Agreement/Contract:

- 30.4.1. 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>.

30.5. Records:

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- 30.5.1. **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.
- 30.5.2. **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:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 30.5.2.2. 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.
 - 30.5.2.3. 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.
 - 30.5.2.4. 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.
- 30.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**
- 30.5.4. **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.
- 30.6. **Termination:**
- 30.6.1. **MATERIAL BREACH** A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A

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determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

- 30.6.2. **OPPORTUNITY TO CURE** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- 30.6.3. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 30.6.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.
- 30.6.5. 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 25-11.
- 30.6.6. 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.
- 30.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 30.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 30.6.7.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 30.6.7.3. Contractor has engaged in business operations in Cuba or Syria;

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

31. WAIVER OF CLAIMS

- 31.1. 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.

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. 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.
- 32.4. 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.

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

- 33.1. 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.

34. DEBRIS DISPOSAL (if applicable)

- 34.1. 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.

35. SHIPPING (if applicable)

- 35.1. 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.
- 35.2. 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.

36. LOCAL VENDOR PREFERENCE

- 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 25-11, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

37. INSURANCE (AS APPLICABLE)

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- 37.1. 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.
- 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

FEDERAL PROCUREMENT SUPPLEMENTAL CLAUSES TO INCLUDE APPENDIX II**NOTICE TO CONSULTANT/CONTRACTOR/VENDOR REGARDING FEDERAL FUNDING**

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327.

CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
- (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

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

FEDERAL CLAUSES**1. EQUAL EMPLOYMENT OPPORTUNITY:**

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

- 1.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 1.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 1.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

- 1.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

- 2.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- 2.2. CONSULTANT/CONTRACTOR/VENDOR shall provide when requested, access by the County, Federal

granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 2.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 2.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 2.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.

3. DHS SEAL, LOGO, AND FLAGS:

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval. The CONSULTANT/CONTRACTOR/VENDOR shall include this provision in any subcontracts.

4. LOCAL VENDOR PREFERENCE EXCLUSION:

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

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

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

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

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

7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:

- 7.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation and/or contract.

8. SUBCONTRACTS:

- 8.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime

CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

9. CONFLICT OF INTEREST:

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

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

- 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying the employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- 10.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT:

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

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

- 12.1. If subcontracts are to be let, the prime CONSULTANT/CONTRACTOR/VENDOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority business, veteran-owned business, and women's business enterprises, and labor surplus area firms are used when possible.
- a) Place qualified small and minority businesses, veteran-owned businesses, and women's business enterprises on solicitation lists.
 - b) Assuring that small and minority businesses, veteran-owned business, and women's business enterprises are solicited whenever they are potential sources.
 - c) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, veteran-owned business, and women's business enterprises.
- e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, veteran-owned business, and women's business enterprises.

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

13.1. As appropriate and to the greatest extent consistent with law, the CONSULTANT/CONTRACTOR/VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

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

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

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

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

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

(b) Prohibitions.

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

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

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

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

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

- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

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

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

15.2. OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other

remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

15.3. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

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

16. CHANGES:

16.1. Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order, or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same is in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

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

17.1. The CONSULTANT/CONTRACTOR/VENDOR grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including preparing derivative works, distributing copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the

performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.”

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

18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR’s Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

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

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

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

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

19.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

19.5. If, at any point during the term of this contract, the CONSULTANT/CONTRACTOR/VENDOR or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the contractor or their principals during this time period, this contract shall be immediately rendered null and void.

19.5.1. If debarment action has been taken against any subcontractor, the CONSULTANT/CONTRACTOR/VENDOR shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

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

20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

20.2. Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

20.3. The CONSULTANT/CONTRACTOR/VENDOR also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

21. OTHER REMEDIES AND RIGHTS:

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

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

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

22.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause outlined in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause outlined in paragraph (1) of this section.

22.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its action or written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause outlined in paragraph (2) of this section.

- 22.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses outlined in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses outlined in paragraphs (1) through (4) of this section.

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

- 23.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 23.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 23.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

24. FEDERAL WATER POLLUTION CONTROL ACT:

- 24.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 24.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 24.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

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

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

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

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

27. FLY AMERICA REQUIREMENTS:

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

28. AMERICANS WITH DISABILITIES ACT (ADA):

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

29. CARGO PREFERENCE:

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

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

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

31. ENERGY CONSERVATION:

- 31.1. CONSULTANT/CONTRACTOR/VENDOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy

assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.

CONSTRUCTION ONLY, if Applicable

32. DAVIS-BACON ACT:

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

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

32.2. Minimum wages

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

ii.

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

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

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

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

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

32.4 Payrolls and basic records

- i. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

(A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub-CONTRACTORS.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub-CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii. The CONTRACTOR or sub-CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

32.5 Apprentices and trainees

- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by

the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub-CONTRACTOR's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

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

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

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

by any sub-CONTRACTOR or lower-tier sub- CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.

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

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

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

32.11 Certification of eligibility

- i. By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

33. COPELAND ANTI-KICKBACK ACT:

33.1. Recipient and sub-recipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

33.2. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

33.3. Compliance

33.3.1. CONSULTANT/CONTRACTOR/VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, which are incorporated by reference into the Contract.

33.3.2. Subcontracts. The CONSULTANT/CONTRACTOR/VENDOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime CONSULTANT/CONTRACTOR/VENDOR shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.

33.3.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

34.1 If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

35. INVESTING IN AMERICA

35.1 If applicable, Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, must include the following provision:

35.1.1. Signage Requirements

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

End of Supplemental Conditions

INSURANCE GUIDE

**Lee County Insurance Requirements
Includes Pollution Liability**

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit
- d. **Pollution Liability** – Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:
 - \$1,000,000 bodily injury / property damages / cleanup, including wrongful delivery

****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."***

**Lee County Insurance Requirements
Includes Pollution Liability****Verification of Coverage:**

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

a. Under the Description of Operations, the following must read as listed:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

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End of Insurance Guide Section

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. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) five-year (5) period.

2. FEMA REIMBURSEMENT

- 2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. All costs incurred under this Contract shall comply with FEMA's cost reasonableness standards as outlined in the Public Assistance Program and Policy Guide (PAPPG). Costs must be necessary, allocable, and properly documented to support reimbursement eligibility. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications. The County reserves the right to review and validate cost reasonableness at any time to ensure compliance with federal procurement and reimbursement requirements.

3. CONTRACT TYPE

- 3.1. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by issuance of a County Purchase Order (PO) by and at the discretion of the County. The County reserves the right to provide additional project or service clarifications with the issuance of the purchase order.
- 3.2. This contract shall be considered a firm fixed unit price agreement. As such, each purchase order issued shall contain a not-to-exceed amount. At any time should the Vendor exceed the notated not-to-exceed amount without prior written authorization to do so by the County, all such costs exceeding the noted not-to exceed amount shall be at the risk of the Vendor and may not be charged to the County.

4. LOCAL VENDOR PREFERENCE EXCLUSION

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

5. PERFORMANCE AND PAYMENT BOND

- 5.1. The County reserves the right to require the Contractor to furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued purchase order, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all Sub-Contractors, materials, and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

6. LIQUIDATED DAMAGES

- 6.1. The County and the Contractor recognize that, since time is of the essence for any work authorized by this Agreement, the County will suffer financial loss if the work is not completed within the time specified on the issued Notice to Proceed. Should the Contractor fail to complete the work within the time period noted, the

County shall be entitled to assess, as Liquidated Damages, an amount based on the project cost for each calendar day thereafter until the work is completed. The Work shall be deemed to be complete on the date the County accepts it. Liquidated damages shall apply to each event.

- 6.2. Failure to activate and/or complete on time will result in a \$5,000 penalty and damages. Damages will include actual consequential damages or liquidated damages based on the daily charge per calendar day using the table below, whichever is greater.

Estimated Event Amount	Daily Charge Per Calendar Day
\$0.00 to \$50,000.00	\$956.00
\$50,000.01 to \$249,999.99	\$964.00
\$250,000.00 to \$499,999.99	\$1,241.00
\$500,000.00 to \$2,499,999.99	\$1,665.00
\$2,500,000.00 to \$4,999,999.99	\$2,712.00
\$5,000,000.00 to \$9,999,999.99	\$3,447.00
\$10,000,000.00 to \$14,999,999.99	\$4,866.00
\$15,000,000.00 to \$19,999,999.99	\$5,818.00
\$20,000,000.00 and over	\$9,198.00 plus 0.00005 of any amount over \$20 million (rounded to the nearest whole dollar)

End of Special Conditions

SCOPE OF WORK

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide disaster recovery services for Lee County, Florida. These services will be on an as-needed basis with no work guaranteed. Not all tasks will be assigned for all events. Services shall include but are not limited to: large and small scale debris removal projects, separation, staging, disposal, vegetative and construction and demolition debris removal, household hazardous waste handling, hazardous tree trimming and removal, stump grinding and removal, sand removal from roads, streets, and rights-of-way, and all additional scopes of work as described herein.
- 1.2. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.317-326 as updated and where applicable. Work shall be performed based on disaster specific guidance as received by the County from FEMA and/or FDEM. Names and descriptions of definitions and tasks may change based on federal and state guidelines.
- 1.3. It is the intent of the County to utilize a Primary Contractor, a Secondary Contractor and a Tertiary Contractor to perform the needed services. The County shall contact the Primary Contractor first for services to be performed. If the Primary Contractor is unable to fulfill the need or meet the timeline required, the County may contact the Secondary Contractor for services to be performed. If the Secondary Contractor is unable to fulfill the need or meet the timeline required, the County may contact the Tertiary Contractor for services to be performed.
- 1.4. This agreement does not include the removal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County, which are managed under a separate debris removal contract.

2. DEFINITIONS

- **Construction and Demolition (C&D) Debris** – Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
- **Commercial Property Debris Removal (CPDR)** - The removal of debris from commercial property and the demolition of commercial structures are generally not eligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal and/or demolition. However, in some cases as determined by the FCO, the removal of debris from private commercial property and/or the demolition of private commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest. Industrial parks, private golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property.
- **Contract Administrator** - County representative as designated or assigned by the County Solid Waste Department.
- **Contractor / Firm** – The successful proposer(s) awarded the contract to perform debris removal, collection, transport, reduction, and disposal operations in accordance with the Scope of Work.
- **County** – The Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors, and assigns.

- **CPDR** - Commercial Property Debris Removal – The removal of disaster-generated debris from privately owned commercial properties when determined to be in the public interest and specifically approved by FEMA and/or FDEM.
- **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made Federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.
- **Debris Monitor** – Actions taken by the County’s Debris Monitoring Contractor’s employee in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.
- **Debris Management Site (DMS)** – A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).
- **Electronic Waste or E-Waste** – Electronics that contain hazardous materials such as cathode ray tubes. Examples include computer monitors and televisions.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **FEMA/FDEM Public Assistance Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including reviewing and processing FEMA and/or FDEM submittals and ensuring compliance with FEMA and/or FDEM requirements.
- **Government** - The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.
- **Household Hazardous Waste (HHW)** – H Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders and batteries.
 - **Batteries** – The following types are applicable:
 - Small Sealed Lead Acid (small equipment, power supplies)
 - Wet Cell Lead Acid (Autos, boats, trucks, golf carts, UTV’s)
 - Portable power tool (Battery packs)
- **Small Motors** – Small Boat Motors, Gas Powered Motors, Weed Eaters, Chain Saws, Lawn Mowers, Generators, Pressure Washers.
- **Private Property Debris Removal (PPDR)** - The removal of debris from private property is generally not eligible for reimbursement under the Public Assistance Program because debris on private property does not typically present an immediate health and safety threat to the general public. Debris removal from private property is generally the responsibility of individual private property owners, and other sources of funding, such as insurance, are commonly available to property owners to cover the cost of work. However, if private property owners move disaster-generated debris to the public Right-of-Way, the costs associated with removing this debris from the Right-of-Way may be eligible under the Public Assistance Program.
- **Remediation** – Activities across the life of a site, including access preparation, surface maintenance, stormwater controls, environmental compliance, and final cleanup.

- **Restoration** – Bringing a site back to its pre-disaster physical condition (e.g., paving roads, replanting sod or trees, or repairing fencing).
- **Right of Entry (ROE)** - As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- **Right of Way (ROW)** – The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.
- **Storm Litter** - Debris such as leaves and small twigs that would normally require hand raking to collect. Does not include debris easily picked up by hand.
- **Temporary Sand Staging Area** – A designated site established and operated for the temporary storage, separation, and reduction of sand resulting from disaster-related activities area designated for sand only.
- **Utility Vehicles** – All terrain vehicle (ATV), Golf Cart, Side-by-Side, Gator
- **Vegetative Debris** – Consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material.
- **White Goods** – Discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.3. The Contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters.
- 3.4. The Contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation. All operations under this contract shall be limited to the Unincorporated Lee County area.
- 3.5. The selected Contractor(s) shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. The Contractors shall be familiar with the County's approved debris management plan.
- 3.6. No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

- 4.1 When a major disaster occurs or is imminent, the County will contact the Firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. All work under this contract applies solely to the Inland Lee County area. Debris removal will generally be limited to Debris in, upon, or brought to public streets and roads, right-of-way, municipal properties and facilities, and other public sites, unless otherwise directed in writing by the County.
- 4.2 The County, upon contacting the Contractor, will issue a Notice to Proceed and purchase order. The issuance of the purchase order will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center (EOC).

- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.
- 4.4 The Contractor shall be responsible for determining the method and manner of Debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For events that require Debris Management Sites (DMS) the Contractor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Contract Administrator. When directed by the Contract Administrator, the Contractor may also assist in identifying and planning temporary staging or relocation areas needed to support efficient debris or sand operations prior to delivery to a DMS or final disposal location. Upon completion of this task, the Contract Administrator shall produce a map and basic operational plan identifying each DMS and any temporary staging or relocation areas established for the event.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR

- 5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of each hurricane season, the successful Contractor(s) shall meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of Debris removal. This meeting is to occur annually or may be included as part of the training day required and referenced in Section 3.1 above.

6. SCOPE OF WORK

- 6.1. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all FEMA eligible storm-generated debris, including household hazardous waste materials; and shall be provided in accordance with the Standards of Performance as set forth in Section 7. Emergency push and Debris removal will be limited to:
 - a) That which is determined to eliminate immediate threats to life, public health, and safety;
 - b) That which has been determined to eliminate immediate threats of significant damage to improved public property; and
 - c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public streets, roads, other rights-of-way and public-school properties, including any other locally owned facility or site as may be directed by County. Contracted services shall only be performed when requested and as designated by County issued Notice to Proceed.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the County, or to County-designated Debris Management Site(s) (DMS) site(s) as specified in Section 9.8 of this Contract.

When directed by the County, the Contractor may also transport and stage debris to a designated location. Sand material, located at a Temporary Sand Staging Site, or sand material (located at a Temporary Sand Staging Site) prior to final delivery to a DMS or approved disposal/reuse location. These sites may be established to facilitate efficient hauling operations, minimize travel times, segregate material types, or provide safe temporary storage when direct delivery to a DMS or final disposal location is impractical.

Furthermore, the vendor shall provide services as necessary to assist in the event of any Local, State, or Federal State of Emergency is declared.

6.2. Emergency Push / Road Clearance:

If directed by the County, Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of the Contractors resources has been completed. Once this task is accomplished, the following additional tasks shall begin as required.

6.3. Right-of-Way (ROW) Removal:

The Contractor shall remove all disaster-generated Debris from the public Right-of-Way (ROW), as directed by the County, in accordance with the operational priorities and schedule established by the County. Debris removal includes collection, loading, transport, and disposal or transfer to a Debris Management Site (DMS) or other County-approved location. The Contractor shall exercise reasonable care and professional diligence to avoid causing damage to any real or personal property not already damaged by the disaster event. This includes, but is not limited to, fences, signage, landscaping, vehicles, utilities, drainage structures, sidewalks, and other infrastructure. Any damages caused by the Contractor, its employees, or subcontractors during Debris removal operations shall be addressed promptly and at no additional cost to the County, in accordance with Section 9.4 of this Contract. The Contractor shall document all incidents of damage, including the location, cause, affected property, and corrective action taken, and provide such documentation to the County within 24 hours of the incident or as otherwise directed. The Contractor shall coordinate with Contract Administrator or designated debris monitors to ensure Debris removal activities are conducted safely, efficiently, and in compliance with applicable federal, state, and local regulations, including environmental and traffic control requirements.

6.4. Private and Commercial Property Debris Removal:

Private Property Debris Removal (PPDR) and Commercial Property Debris Removal (CPDR) shall only be performed when specifically directed by the County and approved by FEMA. All such work must involve debris physically located on the property identified under an executed Right-of-Entry (ROE) or work shall be performed based on disaster specific guidance as received by the County from FDEM and/or FEMA. Eligibility shall be determined in accordance with FEMA policy and applicable Disaster-Specific Guidance in effect at the time of the event. Contractor shall exercise due diligence in removing debris from private property, as authorized and directed by the County. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor shall exercise caution when working around public utilities (i.e., gas, water, electricity, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting contracted services.

6.5. Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All debris removal on private property without an approved ROE is strictly prohibited.

6.6. Disaster Recovery Technical Assistance:

Contractor shall provide Disaster Recovery Technical Assistance to County officials and designated staff members, to assist with guidance and consultation on all aspects of the recovery process.

6.7. Vegetative Debris Reduction:

Contractor shall reduce the Vegetative Debris prior to taking it to the County's designated Final Disposal Site(s). This shall be performed through either a burning or chipping process. The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. After the fifteenth day of operations, debris shall be processed each day at a rate sufficient to keep up with daily collection activities, as determined by the County. Direct hauling of Vegetative Debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a DMS, will not require reduction and will not be subject to site management or reduction fees.

6.8. Construction and Demolition (C&D) Debris Removal:

Contractor shall collect, consolidate, and remove C&D Debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The reduction rate should be similar to the vegetation rate. Direct hauling of Construction and Demolition Debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a DMS for reduction or recycling, will not be subject to site management or reduction fees.

6.9. Construction and Demolition (C&D) Debris Recycling & Reduction:

The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, or other regulated wastes. When directed and due to C&D volumes that justify the use of a DMS, the County will work with the Contractor and FDEP to establish an approved DMS suitable for C&D, including detailed site plans and required environmental protection protocols including but not limited to pre and post use monitoring prior to the use of a DMS for the staging, recycling, and reduction of C&D debris. The method of size reduction shall be determined based on the material make-up and the fees for reduction shall be based on the type of equipment used as quoted or as allowed per negotiation for non-quoted specialty equipment.

6.10. Specialized Crews:

If requested by the County, the Contractor shall provide a dedicated crew to collect specific Debris piles that cause health and safety issues around hospitals, public schools, County facilities, or other type properties.

6.11. Titled Property:

Prior to the removal of any vessel or vehicle (boats, cars, trailers, etc.) the Contractor must work with local law enforcement (Sheriff, FWC, Local and/or State Police, etc.) to identify and locate the owners of the property in order to communicate and coordinate the removal of those items. All recovery or removal efforts by the Contractor during the collection, transportation, staging, and disposal of abandoned boats and vehicles shall be in accordance with local, state and federal requirements.

7. PERFORMANCE OF SERVICES**7.1. Description of Service:**

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship shall be acceptable. Services, equipment, and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the County.

7.2. Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

7.3. Sub-Contractor(s):

Contractor may utilize the services of sub-contractors and shall be responsible for the acts or omissions of its sub-contractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its sub-contractors have and carry the same major provisions of this Contract and that the work of their sub-contractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any sub-contractor and County. Contractor shall supply the names and addresses of sub-contractors and materials suppliers when requested to do so by County.

8. STANDARDS OF PERFORMANCE

8.1. Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to County's designated Contract Administrator within 24 hours following the execution of the Notice to Proceed. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. The Contractor's representative shall remain locally during the duration of recovery efforts and be available to routinely meet with the County's Contract Administrator. The Contractor shall also consider locating their representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Contractor shall also provide reports on debris removal operational progress as requested.

8.2. Mobilization:

The Contractor shall have sufficient equipment and forces in Lee County within 4 days of the County issued Notice to Proceed to begin removal operations at an initial production rate of 3,000 cy per day and increasing that production rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily production rate of 50,000 cy of debris collected, or as modified by the County based on need of the storm event(s). Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

Additional resources may be required of the Contractor to meet the needs of the debris activities based on the size and impact of the event. The County may require the Contractor to add trucks, equipment, or crews at any time to meet operational demands resulting from the scale or urgency of the disaster. The Contractor is expected to comply promptly with all such requests to ensure timely and efficient debris operations. Any adjustments to these minimum production rates, timelines, or additional equipment needed must be approved in writing by the County. All requirements regarding the provision, operation, and maintenance of trucks, trailers, and other equipment referenced herein shall comply with Section 10.3 of this Contract. The Contractor is expected to fully cooperate with County requests for additional equipment or personnel to maintain required performance levels.

8.3. Time to Complete:

Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

8.4. Completion of Work:

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor and all DMS mitigation and damages by Contractor have been resolved.

9. GENERAL RESPONSIBILITIES

9.1. County Obligations:

County will furnish all information and documents necessary for the commencement of contracted services, including a written Notice to Proceed. An Administrator will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

9.2. Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of the County's Administrator at times, places, and by means as directed by County.

9.3. Supervision by Contractor:

Contractor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Contractors. Contractor is solely responsible for all means, methods, techniques, safety, and other procedures. Contractor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by Contract Administrator shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above. Contractor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.

9.4. Damages by Contractor:

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and Sub-Contractors. Should any property be damaged due to negligence on the part of Contractor, the Contractor shall repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently so as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred. Contractor shall respond to all damage complaints within 48 hrs. of receipt and maintain a Damage Log tracking all damage complaints including date and point of contact, proposed resolution, status of repairs or settlement, and date of documented release. Contractor shall review this list with the County's designated Contract Administrator on a weekly basis and provide copies of all releases. All Contractor damages must be resolved prior to project closeout unless otherwise agreed to by County. If at any time the damage list exceeds 25 open claims without scheduled repairs or at the discretion of the County, the Contractor shall provide, at no additional cost to the County, a dedicated staff member to resolve damage claims.

9.5. Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

9.6. Contractor's Ownership of Debris:

Unless otherwise directed by the County, all debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to Vegetative Debris, Construction and Demolition Debris, White goods, and household hazardous waste. Disposal costs at Non-County managed disposal locations shall be passed through to the County without the mark-up on the monthly invoices.

9.7. Contractor's Disposal of Debris:

Unless otherwise directed by the County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated Household Hazardous Waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

9.8. Debris Management Site (DMS):

9.8.1. Activation:

Lee County's Contract Administrator will designate the DMS to be activated. The County will select these sites at the beginning of each hurricane season. Environmental testing for all selected DMS will be handled by the County prior to the site being activated.

Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The Contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

If needed, additional Contractor identified DMS sites may be considered for approval by the County. Lease agreements, between the Contractor and the property owner, for these properties may be executed by the Contractor with approval from the County. "Management of Contractor-identified DMS sites shall be subject to all terms outlined in this document, including but not limited to DMS management, environmental controls, site remediation (Contractor responsibility), and site restoration (County pass-through).

9.8.2. Site Setup:

Prior to beginning operation at a Debris Management Site, the condition of the site shall be photographed, or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor, and property owner if applicable. The County will perform baseline environmental assessments. Authorization must be provided by the County prior to the Contractor performing site setup. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials, if determined necessary, to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.8.3. Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

9.8.4. Site Remediation and Restoration:

Debris Management Sites shall be returned to equal or better than their pre-use condition and to the satisfaction of the County.

For purposes of this Contract: Remediation means corrective actions required to address environmental impacts or damages resulting from the Contractor's operations, such as fuel spills, soil contamination, erosion, or rutting. All remediation shall be performed at the Contractor's expense. Restoration means activities necessary to return the site to its pre-use condition, such as final grading, seeding, and completion of environmental sampling or documentation required under applicable FDEP or other permit closure conditions. Restoration costs may be treated as pass-through and are eligible for FEMA reimbursement when conducted in accordance with all applicable federal, state, and local regulations.

For any DMS site restoration activities proposed as pass-through costs that exceed ten thousand dollars (\$10,000.00), the Contractor shall competitively price the work by obtaining a minimum of three (3) written quotes from qualified vendors or subcontractors.

For any DMS site restoration work or activities proposed that are estimated to exceed two hundred fifty-thousand dollars (\$250,000.00), a decision will be made by the County to determine if the County or the Contractor will be performing the solicitation to procure the activities needed. Should the County request the Contractor to perform the solicitation, the procurement methods and processes shall be performed in accordance with the Lee County Purchasing Ordinance 25-11.

9.8.5. Site Security:

Contractor shall provide site security for Debris Management Sites (DMS) as requested by the County. Security is required to prevent unlawful or unauthorized dumping of debris. The Contractor shall provide security services 24 hours per day when directed by the County. Unauthorized debris shall become the responsibility of the Contractor and must be disposed of lawfully and without additional costs to the County. Fees for security shall be covered in the DMS Management Fee located in Category A of the Schedule of Values (See Note # 4).

9.8.6. DMS Debris Removal Operations Plan and Environmental Protection Plan:

Once the debris management site is selected for use, the Contractor shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Contractor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.

- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

9.8.7. Debris Processing and Classification:

All debris shall be processed in accordance with local, state and federal law, standards, and regulations. Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated by common waste material classifications; e.g., vegetative debris, construction and demolition debris, sand screening, recyclable debris, white goods, hazardous waste, etc.

9.8.7.1 Sand Screening:

When sand screening is being performed to process debris, a designated site will be established by the County. The Contractor shall be required to manage and operate the site. Activities shall include, but not be limited to temporary storage, separation, and the reduction of sand resulting from disaster related activities.

9.8.8. Generated Hazardous Waste Abatement:

The Contractor shall identify, collect, and properly dispose of any hazardous waste generated during debris removal operations as directed by the County. All hazardous waste abatement, handling, transport, and disposal must fully comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to EPA and FDEP requirements. Documentation of disposal and compliance shall be maintained and provided to the County upon request.

9.8.9. Debris Disposal:

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards, and regulations. Unless otherwise directed by the County, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

Tipping or Disposal Fees at Final Disposal Sites shall be passed through to the County at cost without mark-up or escalation.

Unless otherwise notified, tipping or disposal costs for debris disposed of at approved County owned and operated final disposal sites, shall be the responsibility of the County; in lieu of pass-through debris disposal costs. Disposal fees shall be the normally posted gate fees and be reconciled against load and scale tickets in the same manner as Contractor paid disposal fees. Tipping fees for debris from ineligible work, not approved by the County, shall be the responsibility of the Contractor and deducted from the invoice.

9.8.10. Debris Monitoring Assistance:

Assistance to the Debris Monitoring Consultant by the Contractor shall include, but is not limited to the following:

- Monitoring multiple Contractors and multiple trucks delivering materials to the DMS.
- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.

- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g., conduct final inspections and issue closeout reports.

9.9. Training:

At the County's discretion, the Contractor shall provide training on an annual basis. At a minimum, training shall take place for one (1) day, for up to eight (8) hours at a site to be determined by the County. Training shall include but is not limited to: FEMA and/or FDEM updates, and pre-strike operations for County field and supervisory personnel.

10. DETAILED SPECIFICATIONS

10.1. Geographic Grouping and Assignment:

The Lee County areas to be served utilizing this agreement are as follows:

- 10.1.1. Inland Areas (Unincorporated Lee County): Lehigh Acres, Alva, Tice, North Fort Myers, Pine Manor, Villas, South Fort Myers, San Carlos, Miromar Lakes, Gateway, Captiva Island, Estero Island (Fort Myers Beach / Estero Blvd.), Pine Island, Matlacha, Boca Grande (Gasparilla Island)

The geographic boundary within these areas shall be established and assigned to the Contractor by the County. Properties will be limited to the locations within the County's jurisdictional boundaries. The County reserves the right to determine which areas within those boundaries shall be serviced and the order of their precedence.

The process of debris collection and removal by the Contractor in these areas will be considered a land based operation and require standard equipment for the Contractor to perform its operations. Marine activity is not anticipated for these areas.

The County reserves the right to request the Contractor to temporarily utilize water vessels for its operations, should the islands become inaccessible (bridge damaged). However, those temporary marine based operations shall discontinue once the islands are accessible by the repaired bridges and a land based operation can resume.

- 10.1.2. Outer Islands (no bridge access): Cabbage Key, Cayo Costa, North Captiva Island, and Useppa

The work areas within these islands shall be established and assigned to the Contractor by the County. The County reserves the right to determine which islands and the areas within those islands shall be serviced and the order of their precedence.

Infrastructure for these outer islands does not provide a bridge in order to access them with standard wheeled or tracked vehicles. The only access available to them is by boat. The process of debris collection and removal by the Contractor in these areas will be considered a marine based operation and will require water type vessels for the Contractor to gain access and perform its operations. All barge or marine vessel activities, utilized for marine based operations by the

Contractor, must be pre-approved by the County, FEMA and/or FDEM prior to any activation, mobilization or deployment occurring.

Marine based operations to remove debris on the Outer Islands are specific to Cabbage Key, Cayo Costa, North Captiva Island and Useppa. Pricing for debris removal on the Outer Islands is not itemized separately and shall be inclusive of all labor, equipment, supplies, fuel and the means necessary for the Contractor to perform the services required in order to remove debris from the Right-of-Way on the island and transport to the final disposal site. Barge pricing is considered separate and is not part of the core services to remove the debris.

10.2. Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 8.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

10.3. Operation of Equipment:

Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. All equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or public Right-of-Way (ROW) using buckets and/or boom and grapple devices to collect and load debris. Equipment shall not operate on private property or outside the public ROW unless expressly directed by the County. Damages by the Contractor or its representative shall be the Contractors responsibility and repaired at no additional cost to the County as outlined in section 9.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.6 of this Contract.

The Contractor is expected to fully cooperate with County requests for additional equipment or personnel to maintain required performance levels.

10.4. Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Contractor, and Contractor representatives at a County designated location. A standard measurement form certifying actual physical measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring Contractor.

10.5. Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed shall be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling shall have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the Contractor when any changes occur at all DMS sites.

10.6. Security of Debris during Hauling:

The contractor shall be fully responsible for the security and proper containment of all disaster generated debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving any loading sites, the contractor shall ensure that each load is secure and contained so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

10.7. Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicle and pedestrian traffic at all debris removal, reduction and/or Debris Management Sites (DMS).

10.8. Workdays/Hours:

Contractor shall, unless otherwise directed by the County, conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to workdays and/or work hours shall be as directed by County following consultation and notification to Contractor.

10.9. Disposal of Utility Vehicles and Small Motors

Prior to the collection and disposal of utility vehicles and small motors, the Contractor shall determine if the item is gasoline or battery powered. Contractor shall then dismantle the items removing any fluids (oil, gasoline, antifreeze) and/or the battery and dispose of as Household Hazardous Waste (HHW)

10.10. Household Hazardous Wastes:

Contractor shall provide within 90 days of execution of this contract, their Household Hazardous Waste and Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Household Hazardous Waste Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 7.3.

10.11. Hazardous Limbs, Trees and Stumps:

All eligible limbs, trees and stumps shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with the FEMA Public Assistance Debris Management Guide and Public Assistance Program and Policy guide. The Contractor shall remove tree limbs, branches, stumps or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property and is a result of the original incident from the event.

At a minimum, the Contractor shall provide the following documentation for the removal of all hazardous limbs, trees and stumps:

- Describe the immediate threat (e.g. photos of hanging limbs or leaning trees);
- Clearly define the scope of work to remove the immediate threat;
- Specify the improved public property location by recording the nearest building address and/or GPS location; and
- Denote date, labor (force account or contract), and equipment used to perform the work

All limbs, trees and stumps will be invoiced and paid in accordance with FEMA and/or FDEM guidance and details & conditions of this Contract.

10.11.1. Limb or Branch Removal:

- Contractor shall remove broken limbs or branches that pose an immediate threat (e.g., a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property)
- Removal of broken limbs or branches shall only occur when:
 - The limbs or branches is located on improved public property;
 - Greater than two inches in diameter at the point of breakage; and
 - Still hanging in a tree and threatening a public-use area
- Contractor shall only provide the minimum cut necessary to remove the hazard. Pruning, maintenance trimming, and landscaping are not acceptable. Work to remove hanging limbs or branches from a tree that has been determined to be a hazard and is scheduled for removal shall not be conducted. Contractor shall cut the branch at the closest main branch junction.

10.11.2. Tree Removal:

- Contractor shall remove hazardous and incident-damaged trees if the condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; and one or more of the following criteria are met:
 - It has more than 50 percent of the crown damage or destroyed;
 - It has a split trunk or broken branches that expose the heartwood;

- It has fallen or been uprooted within a public-use area; and/or
 - It is leaning at an angle greater than 30 degrees
- Trees determined to be hazardous and that have less than 50 percent of the root-ball exposed shall be cut flush at the ground level. No grinding of the resulting stump after the tree has been cut flush at the ground level shall occur. Every effort shall be made to cut the tree trunk as close to the ground as possible.
- Hazardous trees that lean shall be removed and the stump cut at ground level. Contractor shall not remove trees and stumps as two separate costs.

10.11.3. Stump Removal:

- Contractor shall remove hazardous stumps if the condition was caused by the incident and if the following criteria are met:
 - It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed shall be flush cut);
 - It is greater than 24 inches in diameter, as measured 24 inches above the ground;
 - It is on improved public property or a public right-of-way; and
 - It poses an immediate threat to life, and public health and safety
- Small stumps shall be placed within loose debris piles and collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines.
- The Contractor shall backfill the hole left from stump extractions.
- At a minimum, the following Documentation of stumps shall be obtained for each stump removed:
 - Photographs and GPS coordinates that establish the location is on public property.
 - Specifics of the threat
 - Diameter of the stump 24 inches from the ground; and
 - Quantity of material needed to fill the resultant hole
- Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.
- The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

10.12. Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor shall provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

10.13. Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state, and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

10.14. Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project in accordance with the collection rates established herein or as approved by County to complete the final stages of the project within the established timelines. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

10.15. Chainsaw Crews:

Crews shall work only as directed by task order by the County; the number of crew members and scope of work to be performed shall be outlined in the task order. Following the initial cut and toss phase of the project, chainsaw crews must be monitored by the County's debris monitoring firm. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

FEMA policy for documentation shall be followed in accordance with FEMA Public Assistance Program and Policy Guided. At a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal:

- Quantity removed;
- Quantity, location, and source of material to fill root-ball holes; and
- Description of equipment used to perform the work.

After hazardous trees are properly documented and determined eligible by the County or designated Debris Monitor, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or County designated debris monitor, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.16. Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and shall be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 8.4. All Contractor equipment must be capable of self-unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

10.17. Dead Animals:

Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets or approved ticket data base as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system (paper or approved electronic) will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets/data base shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA and/or FDEM or other regulations must be documented on each load ticket.
- The Contractor shall submit all original load tickets to the County within 30 days of the work being performed

The Contractor shall, upon request by the County, provide updated projections of remaining debris to be collected, reflecting actual quantities collected, current field conditions, and anticipated debris generation based on the size and impact of the disaster.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring Contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database records, where applicable.

11.2. Reports:

Contractor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports shall include, but are not limited to:

11.2.1. Daily Reports:

Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor shall also report and provide regular repair progress updates of any damages to private property caused by the debris operation or damage claims made by citizens and such other information as shall be required to completely describe the daily conduct of Contractor's operations.

11.2.2. Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 11.2.1 of this Contract or in a format required by County.

11.2.3. Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

11.2.4. Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contractor shall provide any other additional information as may be

necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Contractor.

11.2.5. Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

11.2.6. Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor shall maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

11.2.7. Contract File Maintenance:

Contractor shall maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

12. PRICING AND PAYMENTS

12.1. Schedule of Values

12.1.1. Category A – Core Services (Land Based Operations) includes pricing for debris removal; debris processing; debris disposal; stump extractions; hazardous limb removal; and storm damage tree removal from the areas identified as the Lee County Inland Area.

12.1.1.1. The following notes are defined and assigned in each line item as individually listed in Category A of the Schedule of Values:

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. For debris collected in the Boca Grande area, prices shall include the Charlotte County Landfill. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill and Charlotte County Landfill as per Note 1), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 - This is a 5 year agreement. Pricing for each contract year listed in Category A will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

- Note 4 – The DMS management fee covers all site services and costs associated with the setup, operation, supervision, and maintenance of County-approved Debris Management Sites. This includes providing monitoring towers, sanitary portable restrooms, site security, traffic control, safety oversight, and general site management. These costs are included within the DMS management fees and are not separately billable. Restoration costs necessary to return the site to pre-use condition may be billed as pass-through in accordance with Section 9.8.4.
- Note 5 - All stumps placed on the Right-of-Way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.
- Note 6 - Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

12.1.2. Category B – Core Services (Marine Based Operations) includes pricing for debris removal from the areas identified as the Lee County Outer Islands.

12.1.2.1. The following notes are defined and assigned in each line item as individually listed in Category B of the Schedule of Values:

- Note 1 – This is a 5 year contract. Pricing for each contract year listed in Category B will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.
- Note 2 – Marine Based Operations to remove debris on the Outer Islands are specific to Cabbage Key, Cayo Costa, North Captiva Island and Useppa. Pricing for debris removal in Category B shall be inclusive of all labor, equipment, supplies, fuel and the means necessary for the Contractor to perform the services required in order to remove debris from the Right-of-Way on the island and transport to the final disposal site. Barge pricing is considered separate and not part of the core services. Contractor shall not utilize pricing in Category A, C, D and E for the islands exclusive to Category B.
- Note 3 – Debris collection and monitoring services on the outer islands is considered Private Property debris removal in accordance with FEMA guidelines. Private Property debris is only eligible for collection under this contractor if FEMA and / or FDEM issues a waiver permitting Private Property Debris Removal (PPDR).
- Note 4 – All barge or marine vessel activities, utilized for marine based operations must be pre-approved by the County, FEMA and / or FDEM prior to activation, mobilization or deployment occurring.
- Note 5 – The County reserves the right to request the Contractor to temporarily utilize barge operations, should islands on the inland areas of Lee County become inaccessible (bridge damaged). Any temporary marine based operations utilizing a barge for those inland areas shall discontinue once the islands are accessible by the repaired bridges and land based operations can resume.

12.1.3. Category C – Specialty Removal and Restoration includes pricing for screening and hauling of sand/soil; removal of vehicles and vessels; sand raking and removal of dead fish/algae. Activities within Category C require specific task authorizations and include all labor and management of tasks.

12.1.3.1. The following notes are defined and assigned in each line item as individually listed in Category C of the Schedule of Values:

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. For debris collected in the Boca Grande area, prices shall include the Charlotte County Landfill. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 4 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 5 – Items must be documented as per the scope of services and in accordance with appropriate FEMA and/or FDEM Guidance, including DAP9523.11 or as amended.
- Note 6 - Screened sand is expected to be returned to the beach. However, if the County directs the Contractor to transport and place the screened sand at an alternate location more than 5 miles from the screening site, the Contractor may bill for the additional haul using the applicable T&M dump truck rates, as approved by the County.
- Note 7 – This is a 5 year agreement. Pricing for each contract year listed in Category B will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

12.1.4. Category D– Specialized Labor and Work Crews includes pricing for specialized labor; work crews (typical crew makeup for “first 70 hours of operation); and additional laborers.

12.1.4.1. The following notes are defined and assigned in each line item as individually listed in Category D of the Schedule of Values:

- Note 1 – This is a 5 year agreement. Pricing for each contract year listed in Category D will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

12.1.5. Category E – Equipment includes pricing for equipment used while performing disaster recovery services.

12.1.5.1. The following notes are defined and assigned in each line item as individually listed in Category E of the Schedule of Values:

- Note 1 – This is a 5 year agreement. Pricing for each contract year listed in Category E will automatically adjust to the corresponding amount listed for that year at the beginning of the applicable year of the contract term.

12.2. Billing Cycle:

The Contractor shall invoice the County on a 30-day cycle, with each billing period ending on the last working day of the period. Invoices must include all work completed within the preceding 30 days, unless otherwise approved by the County. All invoices must be supported by serialized debris reporting tickets and disposal site verification of the actual cubic yardage or tons for all debris and other debris items shall support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

12.3. Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or other government entity as ineligible debris and for which the Contractor was not formally authorized to perform by the County.

12.4. Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as determined within this Contract.

12.5. Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, e.g., debris collected from private property or not at the request of the County or its representatives, the load shall be directed to an alternate disposal or processing facility. No payment will be approved, and Contractor shall not invoice the County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

12.6. Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

12.7. Specialized Services:

Contractor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under within this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

End of Scope of Work

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**1. SUBMITTAL FORMAT****1.1 Electronic Submittals**

Firms submitting electronically shall provide the information outlined below. This format and sequence are required to ensure consistency among proposals and to allow full and fair evaluation.

a. Criteria Package

Submit one (1) PDF file labeled “Criteria Package” in the Response Attachments tab in Ion Wave. This file shall include the clearly tabbed and labeled sections listed below. Any additional information should be uploaded separately as “Other Attachments.”

Required Sections:

- Section A – Introduction and Description of Company (Cover Page)
- Section B – Experience and References (Criteria 1)
- Section C – Company Resources: Facilities, Equipment & Personnel (Criteria 2)
- Section D – Company Capabilities (Criteria 3)
- Section E – Financial Stability (Criteria 4)
- Section F – Other Attachments (not required)

Formatting Requirements:

- Maximum 30 pages (excluding cover page, resumes, dividers, and “Other Attachments”)
- 8.5” x 11” paper size, minimum 10-point font
- Page numbers at bottom of each page
- No hyperlinks to external webpages
- Unreliable information may result in rejection

b. Price Proposal Package

Submit one (1) Excel file labeled “Price Proposal Package” in the Response Attachments tab in Ion Wave. This file must include the required price proposal form as provided within the solicitation and listed below:

Required Sections:

- Section G – Price Proposal (Criteria 5)

**** Price Proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award. Proposers may not adjust or modify data provided within the County's Price Proposal Form. Price Proposal Forms received with modified data may deem the Proposer as non-responsive and ineligible for award ****

c. Required Forms Package

Submit one (1) file labeled “Required Forms Package” in the Response Attachments tab. This file must include all required forms. It must not be combined with the Criteria Package or Price Proposal Package. Omission of required forms may deem the Proposer non-responsive.

1.2 Paper Submittals

Firms submitting paper proposals shall submit:

- One (1) original hard copy (clearly marked)
- One (1) electronic copy on a USB drive in unlocked PDF format
- Specialty file formats if requested
- Single-sided printing
- Page numbers on each page (except dividers)

All required forms must also be included. Failure to comply may deem the Proposer non-responsive.

2. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

SECTION A – Introduction and Description of Company (0 points)

- A cover page may be included at the proposer's discretion; however, it is not required.

SECTION B – Experience and References (Criteria 1: Max 25 points)

- Proposer shall provide an Executive Summary, limited to 3 pages, to be written in non-technical language that summarizes the Proposer's overall capabilities, approaches for accomplishing the services specified herein, and demonstrates the proposer has had a minimum of five (5) years of successful experience and is primarily engaged in year-round debris management services similar to those outlined in this solicitation and typically performed in federally declared events experienced in Florida.
- Proposer shall provide written documentation describing similar Disaster Recovery projects that it has successfully completed within the last ten (10) years of this proposal. **A maximum of five (5) projects** shall be provided and the proposer must provide sufficient detail to allow the evaluation committee to easily determine whether the work is similar and comparable to disaster events typical to Florida and the scope of work being requested within this RFP document.
 - ◆ Project example information should include:
 - Project Name
 - Description of Project
 - Dates of Services
 - Contract Award Amount
 - Estimated volume of debris removed (In CY)
 - Client Name
 - Client Point of Contact
 - Client Phone Number
 - Client Email Address
 - Separate, and in addition to, the experience described above, the Proposer shall provide written documentation indicative of experience in Disaster Recovery projects completed within the last fifteen (15) years of this proposal, and typical in this scope & type of events. **A maximum of two (2) projects** shall be provided and details included shall **indicate daily operational capacity in cubic yards removed per day and total amount of debris processed in cubic yards.**
 - ◆ Project example information should include:
 - Project Name
 - Description of Project
 - Dates of Services
 - Contract Award Amount

Exhibit D
Project Funding Package

- Daily Operational Capacity (*Amount of CY removed per day*) (In CY)
 - Estimated total volume of debris removed (In CY)
 - Agency Name
 - Agency Point of Contact
 - Agency Phone Number
 - Agency Email Address
- If applicable, Proposer shall provide supporting evidence of previous experience with simultaneous event activations in Florida and how this was managed.
- Proposer shall provide a complete list of all **current** contractual clients within the state of Florida.
- ◆ This list shall include:
 - Client Name
 - Client Contact Information
 - Point of Contact Name, Phone, Email
 - Brief Description of Contract
 - Effective/Start Date of Contract
 - Expiration Date of Contract
 - Amount or Estimated Amount of contract award

SECTION C – Company Resources: Facilities, Equipment & Personnel (Criteria 2: Max 15 points)

- Proposer must provide a list of **facilities, equipment, personnel and listing of Sub-Contractors** available to do the work proposed.
- ◆ Proposer must state how these resources will be sufficient to handle the proposer's total workload including other non-Lee County projects and sufficient for periods of prolonged activation.
 - ◆ Proposer shall provide and demonstrate their capability of performing during simultaneous events.
- 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 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.
- 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 proposed 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.

SECTION D – Company Capabilities (Criteria 3: Max 25 points)

- Proposer shall provide a Work Plan demonstrating the firm's grasp of the scope of service required for a declared emergency disaster assistance, and the firm's ability to adapt to changing conditions during a recovery project. This Work Plan shall be inclusive of the below specifications:
- ◆ Provide details and/or demonstrate the firm's experience with the following items;
 - Ability to establish, operate, and remediate DMS sites; including environmental and regulatory experience.
 - Data management and tracking system; including ADMS.
 - Ability to work with different accounting and tracking systems.
 - Communications systems.
 - Ability to mobilize recovery teams and full scale recovery efforts in a timely manner.

Exhibit D
Project Funding Package

- The removal of hazardous and special debris/waste.
- Community relations (public meetings, public outreach, media, etc.)
- ◆ Proposer shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed; including how the proposer takes into consideration their full commitment to an entity when multiple events are happening simultaneously, the number of on-call contracts they currently hold and what priorities are given with regards to those contracts and their geographical locations.
- ◆ Proposer shall detail their ability to maintain full operational capability (Minimum of 12 hours a day, seven days a week) for an extended period.
- ◆ Proposer shall clearly indicate the scope of services to be performed by Sub-Contractors or other third parties hired by the Proposer.

SECTION E – Financial Stability (Criteria 4: Max 20 points)

- Proposer must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude Proposer has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures; including sufficient cash flow such as to not negatively impact staffing and resource levels through uninterrupted timely payment of Sub-Contractor's for the duration of a large scale extended recovery event.
- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.
- The Proposer shall provide a listing of any penalties, fines, or settlements exceeding \$10,000.00 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.
- Proposer must provide a letter of bond-ability from your firm's Surety, on their letterhead or equivalent, specifying and confirming your firm's bonding capability.

Financial report documents are not included within page restrictions but should be limited as possible to five (5) pages.

SECTION F – OTHER ATTACHMENTS (0 points)

- Proposers may include limited additional information in this section. Please note that any attachments submitted will *not* be evaluated or scored.

SECTION G – Price Proposal (Criteria 5: Max 15 points)

- Proposers shall enter all pricing information on the County-provided Excel document. This Excel document will not be included in the Criteria Package but will be provided separately as Attachment 3. Proposer shall complete the attachment in its entirety by providing all the rates as requested within the worksheets identified as Categories A, B, C, D and E. Proposer shall ensure that the Price Proposal Summary worksheet reflects the total amounts of Categories A and B combined.
- Pricing submitted on the worksheets identified as *Category A, Core Services (Land Based Operations)* and *Category B, Core Services (Marine Based Operations)*, is the only pricing that will be utilized for evaluation purposes. However, pricing across all five worksheets will be contracted and shall remain firm for the duration of the contract.

- The lowest Price Proposal total of Category A and Category B combined will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula:
 - ❖ Scoring formula: (Lowest Price ÷ Proposer’s Price) × Maximum Points

For example, the maximum score available for price is 25. If the lowest proposed Price is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: \$ 150,000.00/ \$160,000.00 = .9375; .9375 x 25 = 23.4375

3. **SCORING CRITERIA & WEIGHT**

1 – Experience and References	25
2 – Company Resources: Facilities, Equipment & Personnel	15
3 – Company Capabilities	25
4 – Financial Stability	20
5 – Price Proposal	15
Total	100

4. **RFP SUBMISSION SCHEDULE**

Advertise RFP	Friday, February 13, 2026
Proposal Question Deadline	8 days prior, before 5:00 PM
Submission Deadline	Thursday, March 26, before 2:30 PM
Evaluation Committee Meetings and Board Meetings ...	TBD

PUBLIC MEETING NOTICES WILL BE POSTED IN THE AWARD DETAILS SECTION.

Dates may change and must be verified by the Proposer. Unless noted otherwise, meetings take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901.

End of Submittal Requirements & Evaluation Criteria Section



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

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. SUBMITTAL REQUIREMENT

- **Zip files are not permitted with submissions. Per the Response Attachments tab, Vendors shall submit the following for each package:**
 - **Attachment 1 – Evaluation Criteria Package: One (1) PDF File labeled “Evaluation Criteria Package”**
 - **Attachment 2 – Price Proposal Package: One (1) Excel File labeled “Price Proposal Form Package”**
 - **Attachment 3 – Required Forms Package: One (1) PDF File labeled “Forms Package”**

2. QUESTIONS/ANSWERS

1.	Can the County advise why the RFP is being issued at this time given that the current contract has renewal terms through 2027?
Answer	The County reserves the right to exercise its option when renewing its contracts. Additionally, there have been updates to the Federal regulations and guidelines for these services. To ensure compliancy for future events, those Federal revisions will be incorporated into a new agreement as established with the awarded vendor(s) through this solicitation.

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.

Brian Bochs

Brian Bochs

Procurement Analyst Direct Line: 239-533-8887

Lee County Procurement Management



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

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. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: March 26, 2026 at 2:30 PM

TO: March 31, 2026 at 2:30 PM

2. ADDENDUM 2 - REVISED PRICE PROPOSAL FORM

The price proposal form has been updated and a revised Price Proposal Form has been uploaded to the Attachment's Tab in IonWave.

Please ensure that your firm has download the **Addendum 2 Revised Price Proposal Form** and are able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Revised Price Proposal Form needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

Proposers **MUST** use the **Addendum 2 Revised Price Proposal Form** when submitting their proposal. The County will not accept pricing proposals submitted on forms or in formats other than the **Addendum 2 Revised Price Proposal Form**, as provided by the County. Proposal submitted on forms, other than the Revised Form will be deemed non-responsive and ineligible for award.

3. QUESTIONS/ANSWERS

1.	How many reference surveys would the County like us to provide
Answer	The County is requesting three (3) reference surveys.

2.	Line item C3-5 Private Property Leaners and Hangers (Cut and Drop) is priced by the Cubic Yard. Measuring this line item by the CY would be logistically difficult. Would the county measure the line item per each instead?
Answer	Yes. The attached Addendum 2 Revised Price Proposal Package form has been revised to reflect a "per tree" unit price. Additionally, Category C has been revised to remove the "per hour" amounts and updated to reflect "per item". See attached Addendum 2 Revised Price Proposal Package.

3.	Could the County please advise what changes or additions were made with the recent addition of Addendum 1?
Answer	See attached Addendum 1 for details. This addendum was to notify Vendors that Zip files are not acceptable and to answer a question.

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.

Brian Boehs

Brian Boehs
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

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. IONWAVE CORRECTION

- **Addendum # 3 has been issued to remove original Price Proposal Form from IonWave**

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.

Brian Boehs
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management



Solicitation No.: RFP260035BJB

Solicitation Name: Disaster Recovery Services for Lee County

Subject: Addendum Number 4

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. IONWAVE CORRECTION

- **Addendum # 4 has been issued to remove original Price Proposal Form from IonWave**

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.

Brian Boehs
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management



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Detail by FEI/EIN Number

Foreign Limited Liability Company
DRC EMERGENCY SERVICES, LLC

Filing Information

Document Number M05000003946
FEI/EIN Number 63-1283729
Date Filed 07/18/2005
State AL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 09/29/2015
Event Effective Date NONE

Principal Address

6702 BROADWAY STREET
Galveston, TX 77554

Changed: 11/13/2018

Mailing Address

111 Veterans Memorial Blvd
Suite 1420
METAIRIE, LA 70005

Changed: 04/15/2025

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun Street
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 04/16/2019

Authorized Person(s) Detail

Name & Address

Title Manager, VP

Project Funding Package

Sullivan, William
6702 BROADWAY STREET
Galveston, TX 77554

Title VP, Secretary, Treasurer

Fuentes, Kristy
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, President

Sullivan, John R.
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, VP

Sullivan, Todd
6702 BROADWAY STREET
Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2023	04/20/2023
2024	04/23/2024
2025	04/15/2025

Document Images

04/15/2025 -- ANNUAL REPORT	View image in PDF format
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04/20/2023 -- ANNUAL REPORT	View image in PDF format
06/10/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
04/09/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
04/18/2018 -- ANNUAL REPORT	View image in PDF format
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04/29/2015 -- ANNUAL REPORT	View image in PDF format
12/03/2014 -- LC Amendment	View image in PDF format
06/10/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
10/29/2013 -- Reg. Agent Change	View image in PDF format
01/21/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format

7/1/20, 9:14 AM

Project Funding Package

03/15/2011 -- ANNUAL REPORT	View image in PDF format
10/15/2010 -- REINSTATEMENT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
08/03/2006 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- Foreign Limited	View image in PDF format



Proposal By
DRC Emergency Services, LLC
500 South Australian Avenue, Suite 600
West Palm Beach, FL 33401

FORMS PACKAGE

RFP260035BJB
**Disaster Recovery Services
for Lee County**

March 31, 2026 at 2:30 pm



Evan Fancher
Regional Manager
efancher@drcusa.com
p: (888) 721-4372
f: (504) 482-2852



Kristy Fuentes
Vice President of Compliance
and Administration
kfuentes@drcusa.com

Brian Boehs
**Lee County Procurement
Management Administration**
2115 Second Street, 1st Floor
Fort Myers, FL 33901



**PLEASE SEE ATTACHED FORMS:**

- Supplier Information
- Sunbiz Registration
- Reference Survey
- Listing of Sub-Contractor / Sub-Consultants
- Negligence or Breach of Contract Disclosure
- Affidavit of Compliance with Sections 287.138 and 787.06, Florida Statutes
- Public Entity Crime Form
- Vendor Background Screening Affidavit
- Certification Debarment Suspension Ineligibility Exclusion
- Certification Regarding Lobbying and Disclosure
- Affidavit Certification Immigration Laws

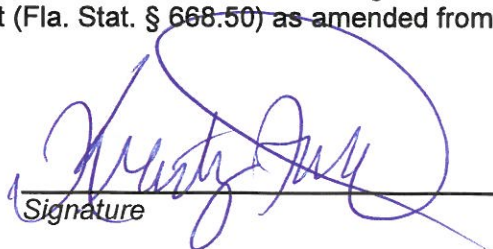


Supplier Information

Company Name: DRC Emergency Services, LLCContact Name: Kristy Fuentes - Vice President, Treasurer, SecretaryAddress: 111 Veterans Blvd. Suite 1420Metairie, LA 70005Phone: (888) 721-4372Fax: (504) 482-2852Email: kfuentes@drcusa.com

Supplier Notes

By submitting responses to Lee County Procurement Management, each vendor hereby agrees to the terms and conditions stated herein. Vendor hereby agrees to conducting transactions with Lee County Procurement Management by electronic means. The vendor and Lee County agree that electronic signatures of the vendor included in documents to Lee County Procurement Management are intended to authenticate the writing. The vendors' electronic signature shall have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Electronic Signature Act of 1996 (Fla. Stat. § 668.001 et seq.) and the Uniform Electronic Transaction Act (Fla. Stat. § 668.50) as amended from time to time.

Kristy Fuentes - Vice President, Treasurer, Secretary
Print Name
Signature



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

Detail by Entity Name

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DRC EMERGENCY SERVICES, LLC

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COGENCY GLOBAL INC.
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Tallahassee, FL 32301

Name Changed: 10/29/2013

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08/03/2006 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- Foreign Limited	View image in PDF format

**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: Disaster Recovery Services for Lee County - RFP260035BJB

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	<u>Nick Czaja</u>	Bidder/Proposer: DRC Emergency Services, LLC	
COMPANY:	<u>Pinellas County, FL</u>	Due Date: 3/25/26	
PHONE #:	<u>(727) 464-8809</u>	Total # Pages: 1	
FAX #:		Phone #: (888) 721-4372	Fax #: (504) 482-2852
EMAIL:	<u>nczaja@pinellas.gov</u>	Bidder/Proposer E-Mail: kfuentes@drcusa.com	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	<u>DRC Emergency Services, LLC</u>		
Reference Project Name:	Project Address:	Project Cost:	
<u>Disaster Debris Collection and Removal Services - DR-4834-FL</u>	<u>Pinellas County, FL</u>	<u>\$27,283,463.69</u>	
Summarize Scope:			
<u>Hurricane Milton - Disaster Debris and Removal</u>			

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

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

Nick Czaja

Reference Name (Print Name)

Reference Signature

VER 06-12-24

*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: Disaster Recovery Services for Lee County - RFP260035BJB

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	<u>Irvin Lee</u>	Bidder/Proposer: <u>DRC Emergency Services, LLC</u>	
COMPANY:	<u>City of Bradenton, FL</u>	Due Date: <u>3/25/26</u>	
PHONE #:	<u>(941) 708-6300</u>	Total # Pages: <u>1</u>	
FAX #:		Phone #: <u>(888) 721-4372</u>	Fax #: <u>(504) 482-2852</u>
EMAIL:	<u>irvin.lee@bradentonfl.gov</u>	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	<u>DRC Emergency Services, LLC</u>		
Reference Project Name:	Project Address:	Project Cost:	
<u>Disaster Debris Collection Services DR-4834-FL</u>	<u>City of Bradenton, FL</u>	<u>\$1,610,861.25</u>	
Summarize Scope:			
<u>Hurricane- Disaster Debris Removal and Disposal</u>			

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

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

Section 4 Please submit non-Lee County employees as references

Irvin Lee

Reference Name (Print Name)

Irvin Lee

Digitally signed by Irvin Lee
Date: 2026.03.25 07:31:32 -04'00'

Reference Signature

VER 06-12-24

*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: Disaster Recovery Services for Lee County - RFP260035BJB

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	<u>Wael Tabara</u>	Bidder/Proposer: <u>DRC Emergency Services, LLC</u>	
COMPANY:	<u>Brazoria County, TX</u>	Due Date: <u>3/25/26</u>	
PHONE #:	<u>(979) 864-1265</u>	Total # Pages: <u>1</u>	
FAX #:		Phone #: <u>(888) 721-4372</u> Fax #: <u>(504) 482-2852</u>	
EMAIL:	<u>WaelT@brazoriacountytx.gov</u>	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	<u>DRC Emergency Services, LLC</u>		
Reference Project Name:	Project Address:	Project Cost:	
<u>Disaster Debris Removal - Hurricane Beryl DR-4798</u>	<u>Brazoria County, TX</u>	<u>\$4,993,176.26</u>	
Summarize Scope:			
<u>Hurricane Beryl - Disaster Debris Removal</u>			

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

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

Section 4 Please submit non-Lee County employees as references

Wael Tabara

Reference Name (Print Name)

Wael Tabara

Digitally signed by Wael Tabara
DN: cn=Wael Tabara, email=WaelT@brazoriacountytx.gov, o=Brazoria County
Reason I am approving this document
Control No: 70e4d3e6e00007f75-00000000000000000000000000000000
Date: 2025.03.20 15:37 -0500

Reference Signature

VER 06-12-24

**SUB-CONTRACTOR/CONSULTANT LIST**

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
DNR Group Inc.	Waterway Debris Removal	Glenn Nelson	nelsonbros1@cox.net		TBD
Above and Beyond Landscaping, LLC	Debris Removal and Disposal Services	John Essenwine	john@abflorida.com		TBD
Lil Mo Marine Services	Marine Services	Wayne Bauer	lilmo115@yahoo.com		TBD

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

VER 06-12-24



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

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

Company Name: DRC Emergency Services, LLC

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

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

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

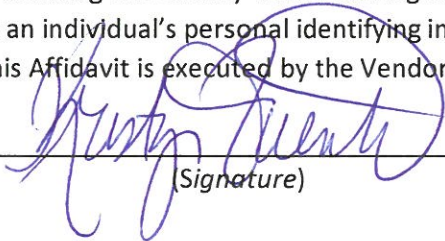
Page Number: _____ Of _____ Total pages



**Affidavit of Compliance with Sections
287.138 and 787.06, Florida Statutes**

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

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

 3/18/20
(Signature) (Date)

Lee County Solicitation Number: RFP260035BJB

Lee County Contract Number: _____

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of March 2026, by Kristy Fuentes who has produced personally known as identification.
(Type Of Identification) (Print Or Type Name)


Notary Public Signature **CARY A. DES ROCHES**
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission Is for life

Printed Name of Notary Public

Notary Commission Number/Expiration

VER 06-12-24

Page 1 of 2

Public Entity Crime Form

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

1. This sworn statement is submitted to DRC Emergency Services, LLC
(Print name of the public entity)
 by Kristy Fuentes - Vice President, Treasurer, Secretary
(Print individual's name and title)
 for DRC Emergency Services, LLC
(Print name of entity submitting sworn statement)

whose business address is 6702 Broadway Street, Galveston, TX 77554

(If applicable) its Federal Employer Identification Number (FEIN) is 63-1283729

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*
☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

VER 06-12-24

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)
3/18/26
(Date)

STATE OF Louisiana

COUNTY OF Jefferson Parish

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this

18th day of March, 2026, by Kristy Fuentes who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification)


Notary Public Signature

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

Printed Name of Notary Public

Notary Commission Number/Expiration

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: 3/18/26

Kristy Fuentes
Signature

STATE OF Louisiana
COUNTY OF Jefferson Parish

Kristy Fuentes - Vice President, Treasurer, Secretary
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 18 day of March, 26, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: (Type of Identification) personally known.

[Stamp/Seal Required]

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

[Signature]
Signature, Notary Public

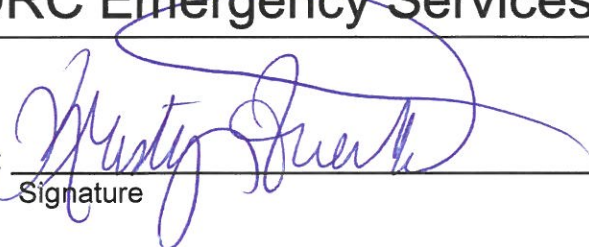
**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, DRC Emergency Services, LLC of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

DRC Emergency Services, LLC

By: 

Signature

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title

111 Veterans Blvd Suite 1420

Street Address

Metairie, LA 70005

City, State, Zip

3/25/26

Date

VER 06-12-24

CERTIFICATION REGARDING LOBBYING

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

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

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

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


Signature of Contractor/Consultant's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name & Title of Contractor/Consultant's Authorized Official

3/25/26
Date



Affidavit of Immigration Laws E-Verify

Solicitation No.: RFP260035BJB Solicitation Name: Disaster Recovery Services for Lee County

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 employment by any contractor of unauthorized aliens a violation of Section 274A(E) of the INA. Such violation by the recipient of the employment provisions contained in section 274A(E) of the INA shall be grounds for unilateral cancellation of the contract by lee county. Proposer attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 immigration act and subsequent amendments).

By registering as a vendor, submitting a response to a solicitation, or entering into a contract, you are obligated to comply with the provisions of section 448.095, Florida Statute, "Employment Eligibility." Your registration as a vendor, response to a solicitation, entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by section 448.095, F.S. compliance with section 448.095 includes, but is not limited to, utilization of the E-Verify system to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination as a vendor, disqualifying you for award of a solicitation, denial of entering into a contract and/or, cancellation of an active contract, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed with the department of procurement management no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the vendor, the vendor may not be allowed to do business with the county or be awarded a solicitation or contract for a period of one year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the vendor.

Company Name: DRC Emergency Services, LLC

Signature [Signature] Title Vice President, Treasurer, Secretary Date 3/18/20

STATE OF Louisiana
COUNTY OF Jefferson Parish

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of March 20 26, by Kristy Fuentes who has produced (Print Or Type Name)
personally known _____ as identification.
(Type Of Identification)

Notary Public Signature [Signature] **CARY A. DES ROCHES**
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission Is for life

Printed Name of Notary Public _____

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.