



RFP260035BJB Addendum 1

Disaster Recovery Services for Lee County

Issue Date: 2/13/2026

Questions Deadline: 3/18/2026 12:00 AM (ET)

Response Deadline: 3/26/2026 02:30 PM (ET)

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

Event Information

Number: RFP260035BJB Addendum 1
Title: Disaster Recovery Services for Lee County
Type: Request for Proposals
Issue Date: 2/13/2026
Question Deadline: 3/18/2026 12:00 AM (ET)
Response Deadline: 3/26/2026 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.

Ship To 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

Billing Information

Address: Lee County Clerk of Court
Post Office Box 2238
Fort Myers, FL 33902-2238

Bid Attachments

Terms and Conditions - RFP260035BJB.pdf

Terms and Conditions - RFP260035BJB

[View Online](#)

Supplemental Conditions - RFP260035BJB.pdf

Supplemental Conditions - RFP260035BJB

[View Online](#)

Insurance Guide - RFP260035BJB.pdf

Insurance Guide - RFP260035BJB

[View Online](#)

Special Conditions - RFP260035BJB.pdf

Special Conditions - RFP260035BJB

[View Online](#)

Scope of Work - RFP260035BJB.pdf

Scope of Work - RFP260035BJB

[View Online](#)

Supplemental Information - RFP260035BJB.pdf

Supplemental Information - RFP260035BJB

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Attachment A - Outer Islands Operational Descriptions - RFP260035BJB.pdf

Supplemental Information (Attachment A): Outer Islands Operational Descriptions - RFP260035BJB

[View Online](#)

Attachment B - Previous Tonnage and Spend - RFP260035BJB.pdf

Supplemental Information (Attachment B): Previous Tonnage and Spend - RFP260035BJB

[View Online](#)

Attachment C - Updated 2025 Disaster Debris Staging Sites - RFP260035BJB.pdf

Supplemental Information (Attachment C): Updated 2025 Disaster Debris Staging Sites - RFP260035BJB

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Submittal Requirements & Evaluation Criteria - RFP260035BJB.pdf

Submittal Requirements & Evaluation Criteria - RFP260035BJB

[View Online](#)

Fee Schedule - RFP260035BJB.xlsx

Price Proposal Form - RFP260035BJB

[View Online](#)

Response Attachment Checklist - RFP260035BJB.pdf

Submittal Checklist of Criteria, Pricing and Forms- RFP260035BJB

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Sunbiz Registration Sample.pdf

Form # 1 - Sunbiz Registration Sample

[View Online](#)

Reference Survey.pdf

Form # 2 - Reference Survey

[View Online](#)

Sub-Contractor Consultant List.pdf

Form # 3 - Listing of Sub-Contractor / Sub-Consultant's

[View Online](#)

Negligence or Breach of Contract Disclosure Form.pdf

Form # 4 - Negligence or Breach of Contract Disclosure

[View Online](#)

Affidavit Sections 287.138 and 787.06.pdf

Form # 5 - Affidavit of Compliance with Sections 287.138 and 787.06, Florida Statutes

[View Online](#)

Public Entity Crime Form.pdf

Form # 6 - Public Entity Crime Form

[View Online](#)

Vendor Background Screening Affidavit (6).pdf

Form # 7 - Vendor Background Screening Affidavit

[View Online](#)

Certification Debarment Suspension Ineligibility Exclusion.pdf

Form # 8 - Certification Debarment Suspension Ineligibility Exclusion Form

[View Online](#)

Certification Regarding Lobbying and Disclosure Form.pdf

Form # 9 - Certification Regarding Lobbying and Disclosure Form

[View Online](#)

Affidavit Certification of Immigration Laws.pdf

Form # 10 - Affidavit of Immigration Laws E-Verify

[View Online](#)

Sealed Proposal Label.pdf

Sealed Proposal Label - For Hand-Delivered Proposals ONLY

[View Online](#)

Requested Attachments

ATTACHMENT 1 - Evaluation Criteria Package

(Attachment required)

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 required)

- Section G - Price Proposal (Criteria 5)

(Attachment required)

5 Physical Business Address

Please provide the physical address for the company.

(Required: Maximum 1000 characters allowed)

6 Location Principal Place of Business

Principal place of business is located within the boundaries of:

☐ Lee County, FL ☐ Non-Local

(Required: Check only one)

7 Longevity

Number of years at principal place of business:

(Required: Numbers only)

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 ☐ No

(Optional: Check only one)

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.

(Optional: Maximum 1000 characters allowed)

10 Addendum Acknowledgement

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.

(Required: Numbers only)

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

(Required: Maximum 20 characters allowed)

1
2 **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.

☐ Accept ☐ Reject

(Required: Check only one)

1
3 **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.

☐ Certify ☐ Reject

(Required: Check only one)

1
4 **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.

☐ Business Relationship Applicable (request form) ☐ Business Relationship NOT Applicable

(Required: Check only one)

1
5 **Disadvantaged Business Enterprise**

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

☐ Yes (Current certificate is attached) ☐ No

(Required: Check only one)

**1
6 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.

(Required: Check if applicable)

**1
7 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

(Required: Check if applicable)

**1
8 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

(Required: Check if applicable)

**1
9 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

(Required: Check if applicable)

**2
0 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

(Required: Check if applicable)

**2
1 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

(Required: Check if applicable)

**2
2 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

(Required: Check if applicable)

**2
3 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

(Required: Check if applicable)

2
4

Is your company registered with SAM.GOV?

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 ☐ No

(Required: Check only one)

2
5

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

(Optional: Maximum 1000 characters allowed)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

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.

Print Name

Signature

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.

- 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

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**

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

- 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

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

- 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:**

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

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;

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)

- 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

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.

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

- 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.

- 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: $(\text{Lowest Price} \div \text{Proposer's Price}) \times \text{Maximum Points}$

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: $\$150,000.00 / \$160,000.00 = .9375$; $.9375 \times 25 = 23.4375$

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

Lee County Outer Islands (no bridge access)

Marine Based Operational Descriptions

Overview – Cabbage Key, Cayo Costa, North Captiva, and Useppa

These islands are only accessible by boat and have limited infrastructure, with unpaved or very narrow roads. Debris removal will rely on barges, boats, and small equipment, with little to no on-island staging. Debris staging locations will be determined at the time of the event based on site conditions and access. In recent storm events, residents staged debris on the beach for collection and removal before it was transported off the island.

- **Cabbage Key** – Cabbage Key is a small, privately owned island that is only accessible by boat. The island has very limited infrastructure, with narrow dirt paths and no formal roads or debris staging areas. Environmental restrictions apply throughout the island. Debris removal operations will be limited and will require marine-based access. Debris will be collected using small equipment and transported off the island by barge. All work will require coordination with property ownership and applicable agencies.
- **Cayo Costa** – Cayo Costa is a state park island that is only accessible by boat. While the island is primarily a state park, some residents have homes on the island. The island has strict environmental protections, dirt paths, and no debris staging areas. Debris removal activities will require coordination with state agencies and private property owners. All equipment and debris will be transported by marine means, and debris handling on the island will be limited.
- **North Captiva Island** – North Captiva Island is only accessible by boat and is subject to environmental regulations. The island has no standard rights-of-way and roads are unpaved. Infrastructure is limited and cannot support heavy equipment in many areas. Debris removal for both commercial and residential properties will require marine-based operations. Equipment and debris will be transported by barge, with limited handling on the island.
- **Useppa Island** – Useppa Island is accessible only by boat and has limited infrastructure. The island has unpaved paths and limited debris staging areas that may be used by residents. Environmental restrictions apply. Debris removal for commercial and residential properties will require coordination with island management. Operations will rely on marine access, with debris collected using small equipment and transported off the island by barge or vessel.

Unincorporated Lee County
Previous Tonnage and Spend for Previous Events

Event	Hauler Cost	Monitor Cost	Debris Total (CY)	HHW (tons)
FL Tornadoes 2022	\$86,985	\$50,242	7,017	
Hurricane Ian	\$152,429,726	\$14,131,942	6,303,310	461
Hurricane Helene	\$123,871	\$118,737	9,773	
Hurricane Milton	\$25,265,444	\$3,084,674	577,201	216

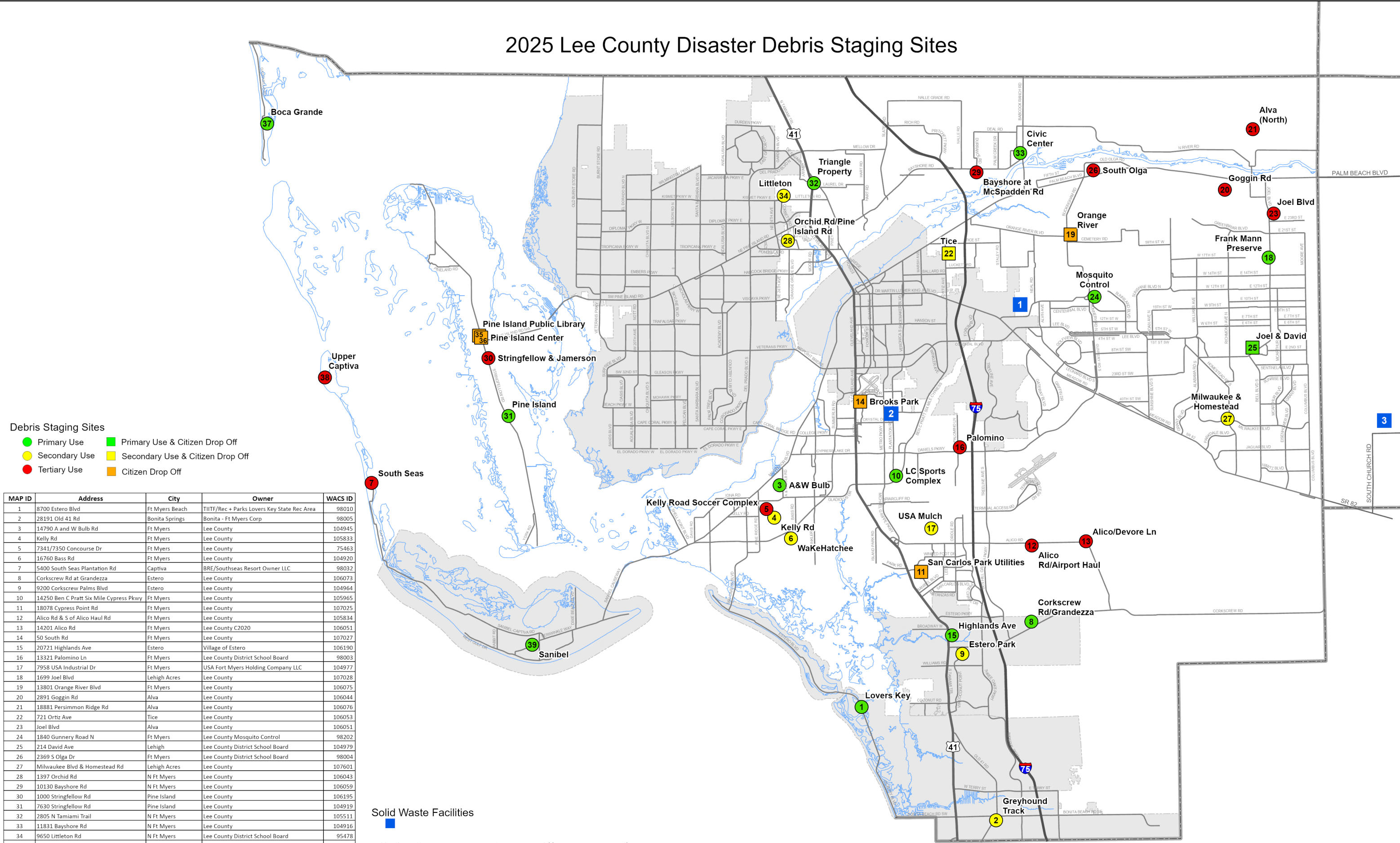
2025 Lee County Disaster Debris Staging Sites

- Debris Staging Sites
- Primary Use
 - Secondary Use
 - Tertiary Use
 - Primary Use & Citizen Drop Off
 - Secondary Use & Citizen Drop Off
 - Citizen Drop Off

MAP ID	Address	City	Owner	WACS ID
1	8700 Estero Blvd	Ft Myers Beach	TIITF/Rec + Parks Lovers Key State Rec Area	98010
2	28191 Old 41 Rd	Bonita Springs	Bonita - Ft Myers Corp	98005
3	14790 A and W Bulb Rd	Ft Myers	Lee County	104945
4	Kelly Rd	Ft Myers	Lee County	105833
5	7341/7350 Concourse Dr	Ft Myers	Lee County	75463
6	16760 Bass Rd	Ft Myers	Lee County	104920
7	5400 South Seas Plantation Rd	Captiva	BRE/Southseas Resort Owner LLC	98032
8	Corkscrew Rd at Grandezza	Estero	Lee County	106073
9	9200 Corkscrew Palms Blvd	Estero	Lee County	104964
10	14250 Ben C Pratt Six Mile Cypress Pkwy	Ft Myers	Lee County	105965
11	18078 Cypress Point Rd	Ft Myers	Lee County	107025
12	Alico Rd & S of Alico Haul Rd	Ft Myers	Lee County	105834
13	14201 Alico Rd	Ft Myers	Lee County C2020	106051
14	50 South Rd	Ft Myers	Lee County	107027
15	20721 Highlands Ave	Estero	Village of Estero	106190
16	13321 Palomino Ln	Ft Myers	Lee County District School Board	98003
17	7958 USA Industrial Dr	Ft Myers	USA Fort Myers Holding Company LLC	104977
18	1699 Joel Blvd	Lehigh Acres	Lee County	107028
19	13801 Orange River Blvd	Ft Myers	Lee County	106075
20	2891 Goggin Rd	Alva	Lee County	106044
21	18881 Persimmon Ridge Rd	Alva	Lee County	106076
22	721 Ortiz Ave	Tice	Lee County	106053
23	Joel Blvd	Alva	Lee County	106051
24	1840 Gunnerly Road N	Ft Myers	Lee County Mosquito Control	98202
25	214 David Ave	Lehigh	Lee County District School Board	104979
26	2369 S Olga Dr	Ft Myers	Lee County District School Board	98004
27	Milwaukee Blvd & Homestead Rd	Lehigh Acres	Lee County	107601
28	1397 Orchid Rd	N Ft Myers	Lee County	106043
29	10130 Bayshore Rd	N Ft Myers	Lee County	106059
30	1000 Stringfellow Rd	Pine Island	Lee County	106195
31	7630 Stringfellow Rd	Pine Island	Lee County	104919
32	2805 N Tamiami Trail	N Ft Myers	Lee County	105511
33	11831 Bayshore Rd	N Ft Myers	Lee County	104916
34	9650 Littleton Rd	N Ft Myers	Lee County District School Board	95478
35	10701 Russell Rd	Bokeelia	Lee County	108821
36	10587 Stringfellow Rd	Bokeelia	Lee County	107702
37	305 Wheeler	Boca Grande	Lee County	107585
38	14151 Avenue O	Upper Captiva	TIITF/Rec + Parks Cayo Costa	102338
39	2601 Island Inn Rd	Sanibel	City of Sanibel	98021

Solid Waste Facilities

Map ID	Name	Owner	Address	City
1	Waste-To-Energy	Lee County	10500 Buckingham Rd	Fort Myers
2	Topaz Facility	Lee County	6441 Topaz Ct	Fort Myers
3	Lee/Hendry Landfill	Lee County	5500 Church Rd	Felda





Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 6555555
FEI/EIN Number Date 5111111111111
Filed 1 10/03/2005
State FL
Status ACTIVE
Last Event DROPPING DBA
Event Date Filed Event 09/27/2023
Effective Date NONE

Principal Address

555 N MAIN STREET
ANYTOWN, USA 99999

Verify either Principal or Mailing address is listed in submittal and on Form 1 if submitting a printed, sealed bid.

Changed: 01/05/2011

Mailing Address

555 N MAIN STREET
ANYTOWN, USA 99999

Changed: 01/05/2011

Registered Agent Name & Address

MY REGISTERED AGENT
111 REGISTRATION ROAD
REGISTRATION, USA 99999

Officer/Director Detail

Name & Address

Title P

PRESIDENT, FIRST
555 AVENUE
ANYTOWN, USA 99999

IMPORTANT:
For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

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: _____

Signature

STATE OF _____

Name/Title

COUNTY OF _____

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

[Stamp/Seal Required]

Signature, Notary Public



Affidavit of Immigration Laws E-Verify

Solicitation No.: _____ Solicitation Name: _____

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: _____

Signature Title Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of _____ physical presence or _____ online
notarization, this _____ day of _____ 20____, by _____ who has produced
(Print Or Type Name)

(Type Of Identification) as identification.

Notary Public Signature

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.**



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

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

1. Affiant is the (title) _____ of (business name) _____ 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.

(Signature)

(Date)

Lee County Solicitation Number: _____

Lee County Contract Number: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of _____ physical presence or _____ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print Or Type Name)

_____ as identification.
(Type Of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

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

CONSULTANT/CONTRACTOR/VENDOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor/Consultant's Authorized Official

Name & Title of Contractor/Consultant's Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
4040-0013

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name: * Street 1: Street 2: * City: State: Zip: Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: 	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix: * First Name: Middle Name: * Last Name: Suffix: * Street 1: Street 2: * City: State: Zip:		
b. Individual Performing Services (including address if different from No. 10a) Prefix: * First Name: Middle Name: * Last Name: Suffix: * Street 1: Street 2: * City: State: Zip:		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: * Name: Prefix: * First Name: Middle Name: * Last Name: Suffix: Title: Telephone No.: Date:		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)



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: _____

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>

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

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 _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(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.

_____ 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)

(Date)

STATE OF _____

COUNTY OF _____

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

____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

**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: _____

Section 1 Reference Respondent Information	Please return completed form to:
FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____	Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ 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:			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

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?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
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)	
7. If the opportunity were to present itself, would you rehire this company?	
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
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Reference Name (Print Name)

Reference Signature



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

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.

Criteria and Forms Checklist and Instructions

ATTACHMENT 1 - CRITERIA PACKAGE		
SECTION	DESCRIPTION	STATUS
A	Cover Letter	Required
B	Experience and References – Criteria 1	Required
C	Company Resources: Facilities, Equipment & Personnel – Criteria 2	Required
D	Company Capabilities – Criteria 3	Required
E	Financial Stability – Criteria 4	Required
F	Other Attachments	Not Required
ATTACHMENT 2 – PRICE PROPOSAL PACKAGE		
SECTION	DESCRIPTION	STATUS
G	Price Proposal Form – Criteria 5 (Excel Document)	Required
ATTACHMENT 3 – FORMS PACKAGE		
FORM NUMBER	FORM TITLE	STATUS
1	Sunbiz Registration	Required
2	Reference Survey	Required
3	Listing of Sub-Contractor / Sub-Consultant's	Required
4	Negligence or Breach of Contract Disclosure	Required
5	Affidavit of Compliance with Sections 287.138 and 787.06, Florida Statutes	Required
6	Public Entity Crime Form	Required
7	Vendor Background Screening Affidavit	Required
8	Certification Debarment Suspension Ineligibility Exclusion	Required
9	Certification Regarding Lobbying and Disclosure	Required
10	Affidavit Certification Immigration Laws	Required

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

Only Applicable for hand delivered bids – Not required for electronic submissions.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	
SOLICITATION TITLE:	
DATE DUE:	
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
(Name of Company)	
e-mail address	Telephone
DELIVER TO: Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY