

## **AGREEMENT FOR YARD WASTE GRINDING AND PROCESSING SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Wherry Truck Lines, Inc., a Florida corporation, whose address is 5790 Country Lakes Drive, Fort Myers, FL 33905, and whose federal tax identification number is 65-0339512, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase yard waste grinding and processing services from the Vendor in connection with "Yard Waste Grinding and Processing Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP230021DWJ on December 9, 2022 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on March 1, 2023; and,

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

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

#### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Detailed Specifications made part of this Agreement as Exhibit A, Scope of Work, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP230021DWJ, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

#### **II. TERM AND DELIVERY**

This Agreement shall commence immediately upon the effective date and shall continue for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement for up to three (3)

additional one (1) year terms. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- A. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

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

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

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

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

**VI. LIABILITY OF VENDOR**

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

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

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

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

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

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

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

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

**IX. OWNERSHIP OF PRODUCTS**

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

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

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

**XI. COMPLIANCE WITH APPLICABLE LAW**

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

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

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

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. VENDOR WARRANTY**

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

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

## **XV. MISCELLANEOUS**

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



- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	<u>Wherry Truck Lines, Inc.</u>	Names:	<u>Roger Desjarlais      Mary Tucker</u>
Title:	<u>Kendell Wherry</u>	Titles:	<u>County Manager      Procurement Management Director</u>
Address:	<u>5790 Country Lakes Drive, Fort Myers, FL 33905</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>239-768-1293</u>	Telephone:	<u>(239) 533-2221      (239) 533-8881</u>
Facsimile:	<u>239-768-6552</u>	Facsimile:	<u>(239) 485-2262      (239) 485-8383</u>
Email:	<u>Kendell@wherrytrucklines.com</u>	Email:	<u>rdesjarlais@leegov.com      mtucker@leegov.com</u>

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

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: *Dana Wherry*  
Print Name: Dana Wherry

**Wherry Truck Lines, Inc.**  
Signed By: *Kendell Wherry*  
Print Name: Kendell Wherry  
Title: President  
Date: March 13, 2023

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *Ben Han*  
CHAIR  
DATE: 4/25/23

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: *Melissa Butler*  
**Melissa Butler**  
**Deputy Clerk**



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

BY: *Amadadi*  
OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A SCOPE OF WORK

## DETAILED SPECIFICATIONS

### 1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners (COUNTY) seeks to contract with a qualified VENDOR to provide yard waste grinding and processing services for the Solid Waste Department's Yard Waste Processing Facility located at 10500 Buckingham Road Fort Myers, Florida 33905. VENDOR will be responsible for operating the COUNTY'S Yard Waste Processing Facility in accordance with the terms and conditions of this agreement and the solicitation, which includes all federal, state, and local applicable laws, ordinances, regulations, and permits, as amended throughout the term of this agreement.
- 1.2. VENDOR shall be responsible for managing, receiving, processing, and grinding yard waste delivered to Lee County's Yard Waste Processing Facility. VENDOR shall be responsible for loading mulch materials into COUNTY vehicles, customer vehicles, franchise hauler vehicles, and VENDOR vehicles. VENDOR shall be responsible for transportation, marketing, or disposal of mulch in accordance with applicable laws after all COUNTY and customer needs have first been met.
- 1.3. VENDOR shall comply with all applicable laws, regulations, and permits including Chapter 62-709 of The Florida Administrative Code (F.A.C.), Florida Statute 403, The Conditions of Certification, and similar requirements, including all requirements concerning health and safety, noise, odors, effluent, and emissions.
- 1.4. VENDOR shall assure all yard waste received at the facility are managed in such a manner to maintain a neat, orderly operation, adhering to the minimum requirements for yard waste processing facilities prescribed in, but not limited to, Chapter 62.709, F.A.C., and applicable law.
- 1.5. VENDOR shall, at all times, maintain sufficient space available at the facility to receive and unload yard waste. Yard Waste shall be managed on a first in – first out basis.
- 1.6. VENDOR shall be required to separate plastic bags or other non-yard waste materials delivered to the facility prior to constructing windrows and grinding yard waste. VENDOR may opt to recover yard waste inside plastic bags received; however, the VENDOR will be responsible for all labor and other associated costs required to separate. The COUNTY will provide roll-off containers, transportation, and pay the disposal costs for non-yard waste material received at the facility.
- 1.7. The VENDOR shall be responsible for providing portable sanitary facilities (Port-O-Lets) and the associated cost with renting and servicing portable sanitary facilities for its personnel. The VENDOR shall ensure portable sanitary facilities are serviced weekly or more often as necessary to maintain sanitary conditions.

### 2. OPERATIONS, HEALTH, and SAFETY PLAN

- 2.1. VENDOR shall develop and submit to the COUNTY an operations, health, and safety plan. The plan shall be submitted to COUNTY no later than thirty (30) business days after the effective date of this service agreement. The effective date shall be the date that both parties sign the agreement. The operations plan shall provide a written description and standards for daily operation and maintenance of the facility, including equipment used in the operation. The COUNTY shall review the plan and respond to the VENDOR within fifteen (15) business days of receipt of the plan. Once the plan is approved by the COUNTY, in writing, the VENDOR shall maintain a copy of the plan onsite throughout the duration of this agreement. Changes or revisions of the plan shall require written approval from the COUNTY. The operations plan shall include at a minimum:

- 2.1.1. **Facility Contacts:** Name and designation of key personnel responsible for the operation and maintenance of the facility, including phone numbers which allow for 24 hours a day, 7 days a week, emergency contact.
- 2.1.2. **Equipment:** Identify all equipment (Make, Model, and Year) and backup spare equipment and/or sources to obtain or lease spare equipment. Identify sub-contractors used for transportation of mulch.
- 2.1.3. **Traffic Management Plan:** Identify measures and procedures for managing facility traffic. Sequence and procedures for unloading including spotting and spacing requirements for customers.
- 2.1.4. **Material Management Plan:** Identify the orientation and placement of unprocessed and processed materials. Method and sequence of processing and grinding materials. Waste screening procedures and procedures for managing prohibited wastes.
- 2.1.5. **Communications Plan:** Identify methods for communication and communication devices. The COUNTY shall provide one (1) two-way radio for communication with The COUNTY's scale house.
- 2.1.6. **Health and Safety Plan:** Provide written safety procedures, training topics and sequence including fire prevention and response, spill prevention and response, and dust and odor control procedures.
- 2.1.7. **Emergency Response and Preparedness Plan:** Procedures and resources to respond to natural disasters, such as hurricanes, tropical storms, fire, spills, and receipt of hazardous waste.
- 2.1.8. **Fire Protection and Control Provisions:**
  - 2.1.8.1. VENDOR shall maintain fire protection and control provisions to prevent and contain accidental burning of yard waste or mulch, which shall include:
    - 2.1.8.1.1. An all-weather access road, at least 20 feet wide, all around the perimeter of the Facility.
    - 2.1.8.1.2. Maintain 15 feet-wide lanes between windrows.
    - 2.1.8.1.3. Processed or unprocessed materials shall not be mechanically compacted.
    - 2.1.8.1.4. Processed or unprocessed Yard Waste or Mulch shall be no more than 50 feet from access by motorized firefighting equipment.

### 3. SIGNAGE

- 3.1. VENDOR shall provide signage for the facility as required by Chapter 62-709, F.A.C. At a minimum, signage shall include the name of the operating authority, hours of operations, emergency contact, and a 24-hour telephone number in case of emergency.

### 4. TRAFFIC CONTROL

- 4.1. VENDOR shall ensure and provide adequate traffic control to and from the site to prevent interference with their operations on adjacent COUNTY property. Traffic control shall include any measures necessary to protect the public using the COUNTY'S facilities from any safety hazards arising from the yard waste processing and grinding operation. The VENDOR shall provide traffic control signs, cones, or other traffic management measures, including ground traffic flag personnel to direct customers. VENDOR shall maintain spacing requirements in between all vehicles unloading at the yard waste facility. At a minimum, all hand unloads, or inject vehicles shall be spaced ten (10) feet apart and all dump vehicles shall be spaced twenty (20) feet apart during the unloading process. The VENDOR is required to report all accidents to The COUNTY immediately and send an accident report to The COUNTY within 24 hours of any accident or incident at the facility.

### 5. LITTER, DUST, ODOR, STORM, WATER, and VECTOR CONTROL

5.1. The VENDOR shall employ methods for litter, dust, odor, storm water, and vector control as required by Chapter 62-709 F.A.C., and applicable law. VENDOR shall collect litter at least once per day, or more often as necessary to maintain an orderly and neat site operation. VENDOR shall employ means to control dust. VENDOR shall control and manage storm waste run-off and prevent ponding of storm water in accordance with applicable law. The VENDOR shall employ means to control objectionable odors in accordance with Chapter 62-296.320 (2), F.A.C., including, but not limited to, immediately containerizing putrescible waste within 24 hours of receipt of such material. The COUNTY shall provide roll-off containers to place putrescible waste and other non-yard waste materials in and shall be responsible for transporting and disposal cost(s).

**6. EMERGENCY RESPONSE & PREPAREDNESS**

6.1. VENDOR shall be on-call 24 hours a day, 7 days a week to respond to site emergencies, such as, fires. VENDOR shall have a competent person available to operate the site including, but not limited to, moving or processing materials as required by emergency responders. The VENDOR shall provide The COUNTY a list of emergency contact names, including telephone numbers that allow for contact 24 hours a day, 7 days per week.

**7. SPILL RESPONSE AND PREVENTION**

7.1. VENDOR shall clean up all spills immediately upon discovery and shall report spills of toxic or hazardous material immediately to the COUNTY, regardless of the size. The VENDOR shall notify the COUNTY immediately of any hazardous spills. The VENDOR shall obtain information from the source of the spill and photos of the responsible party.

7.2. VENDOR shall maintain sufficient spill cleanup supplies on-site and shall immediately clean oil or their fluid leaks using adsorbent materials maintained on site. Used adsorbents shall be properly bagged and placed with their municipal solid waste and plastic debris in a roll-off container.

7.3. VENDOR shall ensure all fuel tanks brought onto the work area are double walled. The COUNTY shall inspect the fuel tanks for integrity and the VENDOR shall modify tanks as needed per the COUNTY'S instructions.

7.4. VENDOR's personnel shall be trained in spill prevention and response procedures including how to properly handle fuel/oils and promptly clean spills using adsorbent materials.

7.4.1. Training shall cover:

- 7.4.1.1. Best management practices and controls
- 7.4.1.2. Proper handling and storage procedures for significant materials
- 7.4.1.3. Good housekeeping and material management practices

**8. TITLE V AIR OPERATING PERMIT REQUIREMENT**

8.1. VENDOR shall ensure that grinding equipment is relocated around the facility, in accordance with applicable law, to grind materials. Each time grinding equipment is moved off-site, around the facility, or stored for any length of time at the facility inoperable, the VENDOR shall record the date and description of the move to maintain documentation of its non-road, non-stationary source status as to not affect the facility's Title V Air Operation Permit. The VENDOR shall include these records with their monthly reports submitted to the COUNTY as described elsewhere in this agreement. Should grinding equipment operate at a single physical location for more than 12 months, the VENDOR shall request written approval from the COUNTY.

**9. YARD WASTE PROCESSING**

9.1. Inbound yard waste may contain non-yard waste materials, such as municipal solid waste, which could include putrescible waste, rock, metal, or other items which may cause damage to grinding and processing equipment. Non-yard waste materials might also include hazardous waste. If any hazardous/biohazardous waste is detected delivered to the Yard Waste Processing Facility, the VENDOR will properly isolate the waste and notify the COUNTY. The COUNTY shall be responsible for removing, packing, and disposing of the waste and

the cost thereof. The VENDOR shall properly manage and dispose of its own, and any other, hazardous or biohazardous waste or potential hazardous/biohazardous waste for which it is responsible according to applicable law.

9.2. The VENDOR is responsible for detecting and segregation of all non-yard waste materials. The COUNTY shall not be responsible for damage caused to the VENDOR'S equipment due to non-yard waste materials entering the VENDOR'S grinding and processing equipment.

9.3. The VENDOR shall be required to separate plastic bagged yard waste. The VENDOR may opt to recover yard waste inside plastic bags and dispose of the plastic debris; however, the VENDOR shall be responsible for the labor and other associated costs required to do so. The COUNTY shall provide the VENDOR roll-off containers to place plastic bagged Yard Waste in and the COUNTY will be responsible for transportation and disposal costs of bagged yard waste.

**10. LOAD REJECTION**

10.1. Subject to approval by the COUNTY, the VENDOR shall have the right to reject inbound loads of non-yard waste materials if said load is greater than 25% by volume of the load. VENDOR shall immediately isolate the load and notify the COUNTY. Rejected loads shall be documented and include the following: digital photograph, time, truck number, identify hauler or customer. The COUNTY will collect and dispose of the rejected load and change the billing information for said load.

**11. WINDROW CONSTRUCTION**

11.1. The VENDOR shall construct windrows of clean processed yard waste to be ground in accordance with the specifications of this agreement. Windrows shall be approximately 15' high x 100' wide x 260' long. Windrows cannot exceed 100 feet in width, not compacted, and shall have a minimum of 15 feet lanes between windrows. The COUNTY may assess administrative charges, per day, for constructed windrows outside of the parameters of this agreement.

**12. LARGE DIAMETER MATERIAL**

12.1. The VENDOR shall be required to handle, process, and grind large diameter material, such as large trunks, root-balls, etc. received at the Facility. Large diameter material shall be ground to, at least, a 5" minus specification, and shall be stocked piled separately from the rest of the material processed at the Facility. COUNTY reserves the right to require further processing of this material to fulfill the quantity requirements of 2" minus specification material.

**13. SPECIFICATIONS OF MULCH**

13.1. The VENDOR shall produce a ground 2-inch minus mulch, or 5-inch minus mulch from clean processed yard waste materials, as directed by the COUNTY. 2-inch minus mulch and 5-inch minus mulch shall be kept in separate piles at the facility.

13.2. COUNTY shall periodically inspect mulch to verify an acceptable finished product. The COUNTY reserves the right to require additional grinding or screening to obtain a product that meets the COUNTY'S specifications without incurring additional costs to the COUNTY. The COUNTY reserves the right to halt production or refuse to accept materials that do not meet specifications herein. Rejected mulch materials shall be transported by COUNTY for disposal and any associated costs shall be charged to the VENDOR. The COUNTY will invoice the VENDOR for said charges.

**14. SPECIFICATION CHANGES**

14.1. The COUNTY reserves the right to renegotiate agreement terms and conditions with the VENDOR should technical specification requirements are changed due to a change in applicable law, or the best interest of the COUNTY, as long as such changes do not constitute a cardinal change to this agreement.

**15. HOURS OF OPERATION**

15.1. Hours of operation are from 6:00 a.m. to 6:00 p.m. Monday through Friday, and 6:00 a.m. to 12:00 p.m. on Saturday. The facility shall be open and available to receive yard waste during all operating hours. All work under this agreement shall be performed during regular operating hours unless otherwise approved by the COUNTY. VENDOR may be required to operate additional hours or days as needed to receive collection vehicles, upon the COUNTY'S request, at no additional charge to the COUNTY.

15.2. Lee/Hendry Landfill hours of operation are 7:00 a.m. to 4:00 p.m. Monday through Friday, and 7:00 a.m. to 12:00 p.m. on Saturday for mulch deliveries, as requested by the COUNTY. VENDOR shall arrive thirty (30) minutes prior to closing to allow enough time to unload mulch. No deliveries of mulch shall be made outside of these operating hours unless otherwise approved by the COUNTY.

**16. PERSONNEL**

16.1. VENDOR shall employ qualified supervision, equipment operators, laborers, mechanics, and drivers or subcontracted transportation services of mulch with written approval from the COUNTY. VENDOR shall staff the facility with a sufficient number of employees to ensure the facility is operated in accordance with industry standards and best management practices and in sufficient numbers to enable the VENDOR to perform its obligations and duties under this agreement in a timely and efficient manner.

16.2. VENDOR shall appoint a facility manager with written approval from the COUNTY and shall be the primary point of contact on behalf of the VENDOR for all matters pertaining to this Agreement. The COUNTY'S approval of the facility manager shall not be unreasonably withheld. The facility manager shall be responsible for overseeing and implementing the VENDOR'S performance under this Agreement. Should there be reasonable cause, the COUNTY reserves the right to request the removal of the facility manager. In addition to the facility manager, the VENDOR shall employ key personnel, which may be a supervisor or lead operator, that has full authority to make operating decisions and shall be available at all times during facility operations.

16.3. VENDOR personnel shall be appropriately trained in accordance with all applicable laws including Chapter 62-709 of The Florida Administrative Code. VENDOR shall provide operating and safety training before beginning operation and formal on-the-job and safety training of its personnel during the term of this agreement. The VENDOR shall keep records of all training and provide the COUNTY a copy of said records upon request from the COUNTY.

16.4. VENDOR shall provide its personnel with Personal Protective Equipment (PPE) which is appropriate for the work under this agreement.

16.5. VENDOR agrees that all its officers, personnel, and representatives shall professionally conduct themselves and shall communicate with COUNTY representatives and members of the public in a civil manner while on COUNTY property or conducting business related to this service agreement.

**17. EQUIPMENT**

17.1. VENDOR shall purchase or lease, maintain, and repair all equipment, including backup spare equipment, necessary to perform its obligations and duties under this agreement. VENDOR is required to have the following minimum equipment onsite and operating, as needed, throughout the term of this agreement:

17.1.1. One (1) vertical grinder or equivalent with a minimum processing rate of 250 cubic yards per hour.

- 17.1.2. Two (2) front-end wheeled loaders for material handling and loading. One or more front-end loaders shall have a high tip bucket for loading equipment. (Loading from ground level)
  - 17.1.3. One (1) excavator for loading grinding equipment and stockpiling materials.
  - 17.1.4. One (1) water truck for Facility dust control with a minimum of 2500 gallons.
  - 17.1.5. Tractor-trailers with 100 cubic yard walking floor trailers or equivalent to transport the awarded vendor Materials in a timely manner from The Facility. VENDOR may sub- contract transportation of Mulch only with written approval from the COUNTY.
- 17.2. VENDOR's equipment shall be equipped with fire extinguishers. All fire extinguishers shall be rated for the appropriate use and size of the equipment and shall be maintained and inspected annually.
- 17.3. VENDOR shall be responsible for the security of its equipment during and after operating hours. The COUNTY shall not be responsible for vandalism or theft of the VENDOR's equipment, including backup rentals.
- 17.4. In addition to minimum equipment, the VENDOR shall have access to equivalent backup equipment necessary to continue with its operations in the event of mechanical failures. VENDOR shall be responsible for all costs associated with backup equipment, including rentals. Minimum required backup equipment and timeline:
- 17.4.1. One (1) front-end wheeled loader with a high tip bucket or the ability to obtain one within 24 hours of breakdown.
  - 17.4.2. One (1) vertical grinder or equivalent or the ability to obtain one within 72 hours of breakdown.
  - 17.4.3. One (1) excavator or the ability to obtain one within 24 hours of breakdown
  - 17.4.4. One (1) water truck or the ability to obtain one within 24 hours of breakdown.
  - 17.4.5. COUNTY may assess administrative charges per day for failure to provide backup equipment in a timely manner.

**18. MAINTENANCE & REPAIR**

- 18.1. VENDOR is responsible for all preventative maintenance, scheduled, and unscheduled repairs to its equipment.
- 18.2. VENDOR shall inspect, maintain, and repair its equipment in accordance with the original equipment manufacturers (OEM) recommendation and applicable law. Oil and hydraulic systems shall be kept in good condition at all times to prevent spills and leaks. VENDOR shall immediately notify the COUNTY of any spills or leaks of oil, hydraulic fluid, or fuel from its equipment and any spills or leaks of oil, hydraulic fluid or fuel from customer vehicles. VENDOR shall not perform major maintenance activities which could result in spills at the facility. All maintenance including equipment washing shall only be incidental.
- 18.3. VENDOR is responsible for performing grounds maintenance. VENDOR shall maintain the facility in a neat and orderly condition to prevent unsanitary conditions from developing and minimize unsightly conditions in all areas of the facility. VENDOR shall keep the facility free from litter resulting from its activities. At least once daily and more often as necessary, the VENDOR shall collect and contain litter around the perimeter of the facility, including the fence line. VENDOR shall take proper measures to ensure no water ponding or material run-off (litter, Mulch, soil etc.) enters the storm water management system.
- 18.4. VENDOR shall maintain entrance and exit roads to assure orderly traffic flow and to preclude accidents and shall maintain the perimeter and internal roads to conform to site plan contours. VENDOR is responsible for repairing any damages to the asphalt pad, roadways, and perimeter fence caused by their fault or wrongful actions of the



18.5. VENDOR or its agents. The COUNTY shall be responsible for maintaining the asphalt pad, roadways, and perimeter fence due to normal wear and tear. VENDOR agrees to work with COUNTY to schedule and perform repairs in a timely manner to minimize interruptions to services.

**19. COMPENSATION AND METHOD OF PAYMENT**

19.1. The COUNTY shall pay the VENDOR for all authorized services rendered hereunder by the VENDOR and completed in accordance with the requirements, provisions, and/or terms of this agreement as set forth in the bid schedule, which is attached hereto and made part of this agreement. Compensation shall be based on a per ton rate for all outbound mulch leaving the facility. The VENDOR shall provide the COUNTY with a per ton rate for all COUNTY, customer, and franchise haulers that transport mulch off-site. And a separate per ton rate for all VENDOR and/or sub-contractors who haul mulch off-site. The COUNTY will provide the VENDOR a detailed report of all scale house transactions for outbound mulch for each billing period.

**20. MONTHLY STATEMENTS**

20.1. The VENDOR shall submit no more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month, no later than fifteen (15) Days following the end of the month. The VENDOR's invoice statement shall be itemized to correspond to the basis of compensation as set forth in this agreement. The VENDOR'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the agreement.

**21. PAYMENT SCHEDULE**

21.1. The COUNTY shall issue payment to the VENDOR within thirty (30) calendar days after receipt of an invoice statement from the VENDOR in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any

21.2. VENDOR's invoice statement, the COUNTY shall notify the VENDOR of such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the VENDOR of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this agreement.

**22. PAYMENT WHEN SERVICES ARE TERMINATED**

22.1. In the event of termination of this agreement at the convenience of the COUNTY, the COUNTY shall compensate the VENDOR for all services performed prior to the effective date of termination.

**23. PERFORMANCE**

23.1. Should the VENDOR fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this agreement. As an alternative to termination, the COUNTY at its sole option, upon written notice to the VENDOR, withhold any or all payments due and owing to the VENDOR, not to exceed the amount of compensation for the work dispute, or levy an administrative penalty as set forth in this agreement, until such time as the VENDOR resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

**24. ADMINISTRATIVE CHARGES**

24.1. The COUNTY may levy administrative charges for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

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24 RFP230021DWJ – Yard Waste Grinding and Processing Services

<b>Performance Standard Violation</b>	<b>Administrative Charges</b>
Failure to have personnel with full authority to make operating decisions and key personnel available during operating hours.	\$500 per Day
Failure to maintain sufficient space to receive yard waste.	\$1,000 per Day
Failure to process yard waste on a first in and first out basis.	\$100 per Day
Failure to properly maintain the facility and collect litter.	\$100 per Day
Failure to notify the COUNTY of accidents or incidents within twenty-four (24) hours of occurrence.	\$500 per Day per occurrence
Failure to provide any required report within the required timeframe.	\$100 per Day
Failure to maintain fire protection and control provisions or compliance with any applicable law.	\$1000 per Day

24.2. The COUNTY may assess administrative charges on a monthly basis, at a minimum, in connection with this agreement and shall, at the end of each month during the term of this agreement, notify the VENDOR in writing of the charges assessed and the basis for each assessment.

**25. DISPUTE RESOLUTION PROCESS**

25.1. If VENDOR desires to challenge the administrative charges, it must do so in writing within five (5) days after receiving a monthly notice of assessment requesting an opportunity to be heard by COUNTY. The request shall specify the reasons upon which the VENDOR objects to the assessment of administrative charges. The decision of the COUNTY shall be final.

**26. OFFSET**

26.1. Assessments for violations identified above will be offset from any amounts owed to the VENDOR under this agreement. The COUNTY will notify the VENDOR of the amounts assessed and offset against the VENDOR at the time of payment to the VENDOR.

**27. RECORD KEEPING**

**27.1. Record-Keeping and Scale Operation**

27.1.1. All yard waste entering or leaving the facility shall be weighed using the COUNTY'S Resource Recovery Facility truck scales. All mulch entering the Lee/Hendry Landfill shall be weighed using the landfill's truck scales. The COUNTY shall maintain truck scale records that show the amount of a yard waste delivered to and the amount of mulch from the facility. Such records shall be electronically sent to VENDOR on a daily, monthly, and yearly basis. The VENDOR shall keep monthly operating records of incoming and outgoing yard waste and mulch on-site according to Chapter 62-709 and make these records available for inspection by COUNTY, State, or other local agencies. The VENDOR shall compile a monthly and annual report to be submitted to the COUNTY based on the COUNTY'S scale house records. Operating records shall include, at a minimum:

27.1.1.1. Quantities of incoming/outgoing material (in tons)

27.1.1.2. Identifying receivers/end-users of the processed material and quantities received for each disposal location.

27.1.1.3. The VENDOR shall forward all monthly operating records to the COUNTY along with the VENDOR's monthly invoice in a format approved by the COUNTY.

**28. REPORTING**

28.1. The VENDOR shall submit to the COUNTY monthly and annual reports that summarize records maintained pursuant to this agreement in a format approved by the COUNTY. Monthly reports shall be submitted no later than fifteen (15) days following the end of each calendar month. Annual reports shall be submitted no later than thirty (30) days following the end of the contract year or as requested by the COUNTY. The COUNTY may provide a format and assign a due date for any additional reports required under this agreement. The VENDOR agrees to provide the COUNTY said reports.

**29. REVIEW OF RECORDS**

- 29.1. The COUNTY or any of its duly authorized representatives shall have access, within seven (7) days of notification, to all of the VENDOR's books, records, data, and documents relating to the VENDOR's efforts pursuant to this agreement for inspection and audit.
- 29.2. The VENDOR shall create, maintain, and provide to the COUNTY upon request records of all activities related to the VENDOR's obligations as defined herein. Records shall be kept in a format conforming to generally accepted standards in the industry and as required by this agreement. The COUNTY shall have access during operating hours to the records maintained by the VENDOR. Records shall include the following, at a minimum:
  - 29.2.1. Title V equipment relocation or movement status.
  - 29.2.2. All inbound yard waste received at the facility.
  - 29.2.3. All outbound mulch and location of delivery/use.
  - 29.2.4. Monthly estimated inventory of yard waste and mulch at the facility.
  - 29.2.5. Maintenance records of equipment.
  - 29.2.6. Health & Safety training records.

End of Detailed Specifications



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

Posted Date: December 14, 2022

Solicitation No.: RFP230021DWJ

Solicitation Name: Yard Waste Grinding and Processing Services

Subject: Addendum Number 1

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

- ATTACHMENT: (1)
  - Bid Schedule

2. QUESTIONS/ANSWERS

1.	Submittal requirements & evaluation are the only things necessary to submit in numerical order Detailed specifications are not necessary to be submitted?
Answer	Please refer to the Submittal Requirements & Evaluation Criteria found within the solicitation package on pages 20 – 23 for details regarding submittal instructions and responses. It shall be the proposers sole responsibility to review all submittal requirements and submit a responsive and responsible proposal submission to the Lee County Procurement Management Division prior to or on <del>December 22, 2022</del> (Revision Addendum 2) January 9, 2022 by 2:30 PM. Proposers are responsible for submitting all required forms, acknowledging all addenda, completing bid schedules, and responding to the required evaluation criteria as directed within the solicitation.

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

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

David Jones  
 Procurement Analyst – David Jones  
 Procurement Analyst Direct Line: 239-533-8864  
 Lee County Procurement Management



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Posted Date: December 15, 2022

Solicitation No.: RFP230021DWJ

Solicitation Name: Yard Waste Grinding and Processing Services

Subject: Addendum Number 2

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

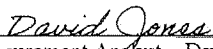
1. REVISION:

Per Addendum 1 question 1, bid opening date December 22, 2022 by 2:30 PM shall be revised to:

**Bid Opening Date: January 9, 2022, at 2:30 PM**

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

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

  
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Posted Date: December 29, 2022

Solicitation No.: RFP230021DWJ

Solicitation Name: Yard Waste Grinding and Processing Services

Subject: Addendum Number 3

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

1. ATTACHMENT:
  - Public Meeting Notice: Site Visit

2. QUESTIONS/ANSWERS

1.	On the Bid Proposal Form Line Item 1 is for receiving, processing and loading with no hauling by the contractor/vendor, of the material the county plans to retain?
Answer	The County will reserve the right to material for Lee County compost operations. Estimates are 30,000 - 35,000 tons annually.
2.	Will the contractor/vendor be responsible for Hauling any of the County Retained Material, estimated at 50,000 tons/year?
Answer	Yes, only when the County requested for the vendor to haul material.
3.	The 3-year period Term of Contract will not have a price escalation?
Answer	Refer to Terms and Conditions, Section 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."
4.	Can I schedule a day to visit the site for next week?
Answer	Yes, a non-mandatory site visit has been made available for Friday, January 6, 2023 at 10:30 am. Location: 10500 Buckingham Rd, Fort Myers, FL 33905. See attached Public Meeting Notice.

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

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

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 Lee County Procurement Management



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**Posted Date:** January 5, 2023

**Solicitation No.:** RFP230021DWJ

**Solicitation Name:** Yard Waste Grinding and Processing Services

**Subject:** Addendum Number 4

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

**1. OPEN DATE/BID DUE EXTENSION:**

**FROM: JANUARY 9, 2022 AT 2:30 PM**

**TO: JANUARY 23, 2023 AT 2:30 PM**

**2. ATTACHMENT:**

- **Amendment No. 1 B180204BAW**

**3. QUESTIONS/ANSWERS**

1.	Due to the solicitation falling during the holiday season we would like to request an extension of the due date of 1 or 2 weeks.
<b>Answer</b>	<b>The County has agreed to extend the bid opening from January 9, 2022 at 2:30 PM to January 23, 2023 at 2:30 PM. Any bids received after this date and time shall be considered late and will therefore be non-responsive.</b>
2.	Can you tell us what happened with the previous bid for this project? Was it awarded and the award fell through or was it never awarded?
<b>Answer</b>	<b>The previous solicitation RFP220357CJV was cancelled on August 17, 2022.</b>
3.	When is the start time after the Notice to Proceed is issued?
<b>Answer</b>	<b>The current contract B180204BAW expires on 4/23/23. It is the intent of the County to commence this contract on 4/24/23.</b>
4.	When the original solicitation was put out, we were told that alternative bids would be accepted. Will alternative proposals be accepted this time as well?
<b>Answer</b>	<b>No alternative bids will be accepted by the County.</b>
5.	Would the contracted vendor have 24/7 access to the transfer station?
<b>Answer</b>	<b>The contracted vendor will have 24/7 access to the facility. However, all work and hauling are to be performed as specified in section 15.</b>

6.	I need clarity on grinding and loading yard waste (mulch) the line item is for hauling to county facility or to provider facility there is no line for grinding are the 2 items combined grinding and hauling if so state so.
Answer	See page 18 of the solicitation package item 1.2 for all required services to complete this contract. Per the bid schedule both line items shall include grinding and loading. Item #1 shall be the outbound rate per ton for all County, Customer or Franchise Hauler vehicles who haul mulch off site to County facilities. Item #2 shall be the outbound rate for the provider or their sub contractor to haul mulch to the Vendors approved site.
7.	Is it in the county's interest to use any 5" minus mulch or just 2" minus mulch?
Answer	County Operations require 2" minus mulch. No interest in 5" minus mulch.
8.	If the county is interested in using some 5" minus mulch, with it being more affordable, would the county like to add it as a line item on the bid sheet?
Answer	No.
9.	Please provide the current pricing for the extension of the previous contract.
Answer	See attached Amendment No. 1 for B180204BAW.
10.	Please provide the Bid Tabulation with pricing from the previous solicitation RFP220357CJV from July 2022.
Answer	Per Lee County Ordinance 22-06 Section 9 Public Records and Public Meetings 9.1.B., If the County rejects all Responses received pursuant to a Competitive Procurement and concurrently provides notice of its intent to reissue the Competitive Procurement, the rejected Responses remain exempt until the County provides the Notice of Intended Decision for the reissued Competitive Procurement or until the County withdraws the reissued Competitive Procurement. Responses may not remain exempt for more than twelve (12) months from the date the County rejected all Responses.

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

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

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Posted Date: January 13, 2023

Solicitation No.: RFP230021DWJ

Solicitation Name: Yard Waste Grinding and Processing Services

Subject: Addendum Number 5

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

1. ATTACHMENT: NONE
2. QUESTIONS/ANSWERS

1.	I saw that it says 8 days prior to bid due date. Does the 8 days include weekends and holidays. For example, the bid date for this is Jan 09, 2023 would that make the question due date Jan 01, 2023?
Answer	Per Addendum 4 posted on January 5, 2023, the bid due date has been revised from January 9, 2023, to January 23, 2023 at 2:30 PM. The question deadline is based on calendar days, not business days, and has a question deadline of January 15, 2023.

2.	On Page 27, Section 1.2 it states that "Submittal package may not exceed 15 pages printed single sided: page restrictions excludes required forms found herein and dividers." With the significant increase in the required information, especially Tab 5: Disposal Plan; will the County consider increasing the number of pages to not exceed for the submittal package?
Answer	The submittal package may not exceed 15 pages as stated on page 27, Section 1.2. However, the page restriction excludes any required forms, licenses, and/or required plans. The Disposal, Marketing, and Beneficial Reuse Plan is excluded from the 15-page restriction.

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

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

David Jones  
 Procurement Analyst  
 Procurement Analyst Direct Line: 239-533-8864  
 Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<b><i>Yard Waste Grinding &amp; Processing Services</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Per ton rate: Outbound Mulch: County, Customer, Franchise Hauling	Per Ton	\$ 19.17
2	Per ton rate: Outbound Mulch: Provider and/or Sub-Contractor Hauling	Per Ton	\$ 34.47

## EXHIBIT C INSURANCE REQUIREMENTS



### Lee County Insurance Requirements

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

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

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

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

\$1,000,000 combined single limit (CSL); 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

***\*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."***

Revised 03/19/2018 – Page 1 of 2



**Verification of Coverage:**

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

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

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

- b. **The certificate holder must read as follows:**

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

**Special Requirements:**

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

**EXHIBIT D**

**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: 03-13-2023

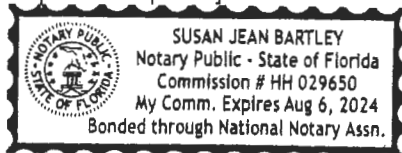
Kendell Wherry  
Signature  
Kendell Wherry, President  
Name/Title

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of March, 2023, 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]



SJBartley  
Signature, Notary Public