

**AGREEMENT FOR
DISASTER RECOVERY SERVICES FOR DEBRIS & VEGETATION REMOVAL
FROM WATERWAYS AND NATURAL CREEKS IN LEE COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Aftermath Disaster Recovery, Inc., a Texas corporation, whose address is 1826 Honeysuckle Ln. Prosper, Texas, 75078, and whose federal tax identification number is 46-3248226, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase disaster recovery services for debris & vegetation removal from waterways and natural creeks from the Vendor in connection with "RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP190405BAG on August 2, 2019 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on October 1, 2019; and,

WHEREAS, the County selected the Vendor to be the primary vendor for the services, to be used so long as the Vendor is able to perform the required services. Should the Vendor be unable to perform the required services, or if the size and scope of any particular project or projects are too large for the Vendor to complete the work within the County's specifications, the County shall utilize the services of the secondary vendor awarded under RFP190405BAG; and

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, shall 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 Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike as set forth in the

herein attached and incorporated EXHIBIT "E", entitled 'PROJECT FUNDING PACKAGE", which shall be inclusive of original Solicitation with Vendor's executed proposal documents, grant funding provisions, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation,, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extend that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a one (1) year period. The County reserves the right to renew this Agreement for up to three (3) additional one (1) year periods, upon mutual written agreement of both parties. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A county work authorization 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 shall 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 shall terminate the Agreement, 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

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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 shall 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 subAgreementor'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 shall apply, any and all insurance coverage purchased by Vendor and its subAgreementors 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent Agreementor. 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 Agreementor 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, Agreementors 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 Agreement.

- 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-Agreements for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subAgreements; 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 shall 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 shall proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County shall , at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to

this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County shall take one of the following actions:

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

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

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other Agreements 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 Agreementing party to this Agreement. Notwithstanding the foregoing provision, the Vendor shall 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 shall 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 shall then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Aftermath Disaster Recovery, Inc.

Title: Melanie Corley, President

Address: 1826 Honeysuckle Lane Prosper, TX 75078

Telephone: 972-567-1489

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	

Facsimile:	<u>N/A</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
E-mail:	<u>mkcorley@aftermath disaster.com</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
		E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

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

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

WITNESS:

Signed By: 

Print Name: Shanna Winters

AFTERMATH DISASTER RECOVERY, INC.

Signed By: 

Print Name: Melanie Corley

Title: President

Date: 2/6/2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Brian Hamman, Acting Chair/Vice Chair

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

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

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

1. GENERAL SCOPE OF WORK

- 1.1 Vendor shall perform a variety of disaster recovery related services within Waterways and Natural Creeks in Lee County, Florida. These services shall be on an as-needed basis, as authorized by the County, countywide with no work guaranteed.
- 1.2 Vendor's services shall include, but are not limited to: large scale debris removal from the Waterways and Natural Creeks, separation, staging and disposal, demolition work, construction and demolition debris removal, damaged or undamaged marine property removal, tree trimming, stump grinding and removal, and all additional scope as describe herein.
- 1.3 The Vendor shall furnish all the required equipment with operators, laborers, and superintendents to perform the work directed by the Lee County Project Manager. Work shall consist of the removal and proper disposal of debris, both vegetative and non-vegetative, from creeks, canals and waterways located in and around Lee County.

2. DEFINITIONS

- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** - Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, damaged or undamaged marine property, personal property.
- **Marine property** - docks and/or accessories such as furniture and canopies or covers, vessels and trailers, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable Waterways and Natural Creeks.
- **FEMA** - Federal Emergency Management Agency
- **FDEM** - Florida Division of Emergency Management
- **DMS** - Debris Management Site- Predetermined and/or pre-approved site location for either temporary staging or final destination.

3. VENDOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1 The Vendor shall be called upon throughout the Agreement 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. Each year of this Agreement, the Vendor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training

of County's emergency management and recovery personnel at no additional charge to the County.

- 3.2 The Vendor shall provide technical guidance and consultation before, during, and after the disaster event. For Agreemented operations, the Vendor 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.
- 3.3 The vendor shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The Vendor shall be familiar with the County's approved debris management plan.
- 3.4 No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.
- 3.5 DEAD ANIMALS: Dead animals found (or placed) within Waterways and Natural Creeks, or inadvertently delivered to a debris management site, shall be the responsibility of the Vendor to remove and lawfully dispose of under this Agreement.
- 3.6 MARINE PROPERTY: docks and/or accessories such as furniture and canopies or covers, vessels and trailers, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable Waterways and Natural Creeks, shall be the responsibility of the Vendor to remove and lawfully dispose of under this Agreement.
 - *Vendor shall provide for proper notification and disposal of all registered vehicles in accordance with local, state, and federal regulations, ordinances, and alike.*

4. **INITIATING AGREEMENT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT**

- 4.1 When a major disaster occurs or is imminent, the County shall contact the Vendor holding Disaster Recovery Services Agreement to advise them of the County's intent to activate the Agreements. Debris removal shall generally be limited to debris in, upon, or brought to Waterways, Natural Creeks, municipal properties and facilities, and other public sites, unless otherwise directed.

- 4.2 The County upon contacting the Vendor shall issue a Notice to Proceed and work authorization. The issuance of the work authorization shall allow the Vendor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Vendor shall also begin coordination with County Natural Resources personnel. This shall include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Vendor 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 shall result in the selection of another Vendor.
- 4.4 The Vendor shall be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations. County shall determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites shall be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the Vendor shall be available for technical assistance to determine which pre-approved DMS shall be used. Selection of these sites is to be the first task completed by the Debris Management Team by the County. With the completion of this initial task, the result shall be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL VENDOR:

- 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 Vendor and the Consultant is crucial to the success of the response operation. Therefore, each Vendor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of the each hurricane season, the Vendor 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 shall be included as part of the required training day.

6. PERFORMANCE AND PAYMENT BOND

- 6.1 The County reserves the right to require the Vendor 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 Work Order or Work Authorization, 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 subAgreementors, materials and laborers. If the value of the Agreemented work increases, the Vendor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

End of Detailed Specifications

TECHNICAL SPECIFICATIONS

1.0 SERVICES

1.1 Scope of Services:

Vendor 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 eligible storm-generated debris within Waterways and Natural Creeks; these items and tasks are included in the bid prices provided in the schedule of values (Exhibit B Fee Schedule) and shall be provided in accordance with the Standards of Performance as set forth in Article 3 of this Exhibit. Emergency push, debris removal and demolition of structures shall 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 or private 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 Agreemented services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated within Waterways and Natural Creeks, including any other locally and publicly owned facility or site as shall be directed by County. Agreemented services shall only be performed when requested and as designated by County via work authorization.

Vendor 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 Debris Management Site (DMS) site(s) and as

specified by the County and set out in Section 4.8 of this Exhibit.

1.2 Emergency Push / Waterways and Natural Creeks:

If directed by the County, Vendor shall accomplish the cutting, tossing and/or pushing of debris from Waterways and/or Natural Creeks, as identified by and directed by County, to eliminate immediate threats to life, public health, and safety. This operational aspect of the scope of services shall be for the first 70 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2 of this Exhibit. Once this task is accomplished, the following additional tasks shall begin as required.

1.3 Waterways and Natural Creeks:

Vendor shall remove all debris from Waterways and Natural Creeks when directed to do so by County. Vendor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5 of this Exhibit.

1.4 Right-of-Entry (ROE) Removal (*if Task Authorized by County*):

Vendor shall exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Vendor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Vendor shall exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort shall be made to mark these utilities, but County does not warrant that all utilities shall be located before debris removal operations begin, nor does Vendor warrant that utility damages shall not occur as a result of properly conducting Agreemented services.

1.5 Demolition of Structures (*if Task Authorized by County*):

Vendor shall remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

1.6 Marine Property Removal (*if Task Authorized by County*):

Vendor shall remove marine property designated for removal by and at the direction of County, in a timely manner as determined by County, to be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

1.7 Private Property Waivers:

County shall 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.

1.8 Disaster Recovery Technical Assistance:

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

1.9 Vegetative Debris Reduction:

Vendor shall reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County shall decide which means is the better method at the time. Required permits are the responsibility of the Vendor. Reduction production rates shall be sufficient to meet or exceed the daily collection rate after the fifteenth day.

1.10 Construction and Demolition (C&D) Debris Reduction:

Vendor shall collect, consolidate and remove C&D debris to a location designated by the County. The production rate of this effort shall be determined by the County and shall be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

1.11 Construction and Demolition (C&D) Debris Recycling:

When directed by the County, the Vendor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. Properly removed environmental hazards, such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc., as identified by the County, must be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

1.12 Specialized Crews:

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

Services provided under Specialized Crews shall be authorized with a ceiling price that shall not be exceeded by the Vendor without expressed consent and adjustment to the ceiling price by the County. Should the Vendor exceed for any reason this price, without written consent from the County to do so, the ceiling price as set forth by the County shall do so at its own risk. County is not responsible to cover expenses over the ceiling price set for such services.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

Vendor agrees to perform Agreemented 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 Agreement or meeting the approval of County shall be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to County.

2.2 Cost of Services:

Vendor 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 Agreemented services.

2.3 Matters Related to Performance:

2.3.1 SubAgreementor(s):

Vendor shall utilize the services of subAgreementors and shall be responsible for the acts or omissions of its subAgreementors to the same extent Vendor is responsible for the acts and omissions of its own employees. Vendor shall ensure that all its subAgreementors have and carry the same major provisions of this Agreement and that the work of their subAgreementors is subject to said provisions. Nothing contained in this Agreement shall create any Agreementual relationship between any subAgreementor and County. Vendor shall supply the names and addresses of subAgreementors and materials suppliers when requested to do so by County.

3.0 STANDARDS OF PERFORMANCE

3.1 Vendor Representative:

Vendor shall have a knowledgeable and responsible representative report to County's designated Agreement representative within 24 hours following the execution of this Agreement. The Vendor's representative shall have the authority to implement all actions required to begin the performance of Agreemented services as set out in this Agreement and Vendor's General Operations Plan. A Vendor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with County

agreement administrator. The Vendor shall also consider locating this representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Vendor shall also provide reports on debris removal operational progress as requested.

3.2 Mobilization:

The Vendor shall have sufficient equipment and forces in Lee County within 72 hours of "notification to proceed" to begin removal operations. Additional resources shall be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums shall be approved by the County based on the size and scope of the disaster event.

3.3 Time to Complete:

Vendor shall use all efforts to complete all work directed under this Agreement 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 shall direct the scope and nature of the work to be performed once the extent of damage has been determined.

3.4 Completion of Work:

Vendor 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.

4.0 GENERAL RESPONSIBILITIES

4.1 County Obligations:

County shall furnish all information and documents necessary for the commencement of Agreemented services, including a written Notice to Proceed. A representative shall 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 Agreement via a written Notice to Proceed.

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

4.2 Vendor's Conduct of Work:

Vendor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. Vendor 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 a County representative at times, places, and by means as directed by County. Vendor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 Supervision by Vendor:

Vendor shall supervise and/or direct all Agreemented services performed by its employees, agents and subAgreementors. Vendor is solely responsible for all means, methods, techniques, safety and other procedures. Vendor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Vendor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Vendor. Multiple work sites shall require equal supervision as outlined above.

4.4 Damages by Vendor:

Vendor 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. Vendor shall also be responsible for any damages due to the negligence of its employees and subAgreementors. Should any property be damaged due to negligence on the part of Vendor, Vendor should 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 as to obtain the signed release from claim, the County shall elect to coordinate or hire an outside vendor to make the required repairs and shall either bill the Vendor for the damages or withhold funds due to the Vendor. County shall make the determination of whether "negligence" has occurred.

4.5 Vendor's Duty Regarding Other Vendor:

Vendor acknowledges the presence of other vendors 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.

4.6 Vendor's Ownership of Debris:

Unless otherwise directed by County, all debris, including shall become the property of Vendor for removal and lawful disposal. The debris shall consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Vendor's Disposal of Debris:

Unless otherwise directed by County, Vendor shall be responsible for determining and executing the method and manner for lawful

disposal of all eligible debris. County shall determine the primary location of the reduction and disposal sites in consultation with Agreementor. Additional sites shall be utilized as directed and/or approved by County.

4.8 Debris Management Site (DMS):

4.8.1 : 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.

4.8.2 : Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Vendor shall be responsible for any damages pursuant to section 4.4.

4.8.3 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 between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

4.8.4 Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

4.8.5 Debris Disposal

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the County, the Vendor 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 (Florida Highway Administration (FHWA)) for such fees.

4.8.6 Assist Debris Monitoring Consultant in the following:

- Monitoring multiple Agreementors 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.

4.9 Training:

Vendor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, pre- strike training of County field and supervisory personnel.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by Vendor's crews shall be only as directed by County and shall be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Vendor 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 3.4 of this Exhibit. 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.

5.3 Operation of Equipment:

Vendor shall operate all trucks, trailers and all other equipment in

compliance with any/all applicable federal, state and local rules and regulations. 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 ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Vendor or its representative shall be the Agreementors responsibility and repaired at no additional cost to the County. Should operation of equipment be required outside of the public ROW, County shall provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Exhibit.

5.4 Certification of Load Carrying Capacity:

Vendor 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 Vendor, and Vendor 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 Cubic Yard (CY). Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that shall 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 Vendor 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. shall 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 shall at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity shall be reflected on any previous loads, and reconciled as such. Digital copies of truck certifications, forms, and photographs shall 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 Vendor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle shall be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 shall be rounded down and decimal values of .5 through .9 shall 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. Vendor 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 / Vendor- 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 Vendor when any changes occur at all DMS sites.

5.6 Security of Debris during Hauling:

Vendor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Vendor shall ensure that each load is secure and trimmed 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 by the County, Vendor shall regularly survey the primary transportation routes used by Vendor and its subs and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Vendor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Vendor 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). Vendor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Vendor shall 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 shall be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by County following consultation and notification to Vendor.

5.9 Stumps:

All eligible stumps authorized by the County shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Agreement and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be 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. All stumps shall be documented, invoiced and paid in accordance with FEMA guidance and details and conditions of this Agreement.

The Vendor shall backfill the hole left from stump extractions. A stump shall be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

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

- Diameter of the stump
- 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 Vendor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Vendor 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.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

5.12 Work Safety:

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

5.13 Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives shall, 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.

5.14 Other Agencies:

The term "government" as used in this Agreement refers to those governmental agencies, which shall have a regulatory or funding interest in this Agreement.

5.15 Retention of Collection Equipment:

Vendor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Vendor 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.

5.16 Chain Saw Crews:

Crews shall work only as directed by work authorization by the County; the number of crewmembers and scope of work to be performed shall be outlined in the work authorization. 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.

5.17 Hazardous Trees:

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- 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, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.18 Hanging Limbs:

Limbs, authorized as eligible for reimbursement by the County must be:

- Located on improved public property
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

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, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.19 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 3.4 of this Exhibit. All equipment must be capable of self-unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site shall not be permitted to dump at DMS sites.

6.0 REPORTS, CERTIFICATIONS, and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Vendor shall, after reconciliation, accept the serialized copies of the debris reporting tickets 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 shall 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 shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Vendor 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 or other regulations must be documented on each load ticket
- The Vendor shall submit all original load tickets to the County

The Vendor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

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

6.2 Reports:

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

6.2.1 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. Vendor shall also report 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 Vendor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Exhibit or in a format required by County.

6.2.3 Report Delivery:

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

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Vendor 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. The Agreement shall provide any other additional information as shall be necessary to adequately document the conduct of the debris management operations for County and/or government.

6.3 Additional Supporting Documentation:

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

6.4 Report Maintenance:

Vendor shall be subject to audit by federal, state and local agencies

pursuant to this Agreement. Vendor shall maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

6.5 Agreement File Maintenance:

Vendor shall maintain this Agreement and the invoices that are generated for Agreed services for a period of five (5) years or the period of standard record retention of 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 shall unilaterally cancel this Agreement for refusal to comply with this provision.

7.0 UNIT PRICES and PAYMENTS

7.1 Billing Cycle:

Vendor shall invoice County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps shall support all invoices. Electronic copies of supporting documentation shall be used if approved by the County.

7.2 Ineligible Work:

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

7.6.1 Eligibility Inspections:

Vendor 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 set out in Section 1.1 of this Exhibit.

7.6.2 Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, in the County's discretion, 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 shall be approved and Vendor shall not invoice County for ineligible loads. County, through its authorized representative, shall be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision shall be final.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions shall require an

adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Exhibit. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Vendor 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 Exhibit B Fee Schedule 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 Agreement.

7.8 Specialized Services:

Vendor shall invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Exhibit. Additional specialized services shall only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Exhibit B Fee Schedule. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

End of Technical Specifications

EXHIBIT B FEE SCHEDULE

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

7.1 Debris Removal, Processing and Disposal			
Item No.	Description of Service	Unit	Unit Price
Core Services: Debris Removal, Management, & Site Services			
1	Debris Removal from Waterways/Natural Creeks and Hauling to Debris Management Sites (DMS)	CY	\$75.00
2	Debris Removal from Waterways/Natural Creeks and/or Public Property and Hauling to Final Disposal Site (NOTE 1 & 2) **NOTE	CY	\$75.00
3	Debris Removal from Public Property and Hauling to Debris Management Sites (DMS) **NOTE	CY	\$12.00
4	Cost per mile for alternate disposal sites outside of Lee County. (Note 1 & 2)	Cost /Mile	\$4.00
5	Pick Up White Goods from Waterways/Natural Creeks and Haul to nearest County ROW	UNIT	\$40.00
6	Pick Up Construction Debris from Waterways/Natural Creeks and Haul to Debris Management Sites (DMS)	UNIT	\$95.00
7	Pick Up Marine Property from Waterways/Natural Creeks and Haul to Debris Management Sites (DMS)	CY	\$75.00
8	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	\$40.00
Item No.	Description of Service	Unit	Unit Price
Stump Extractions include: Removal & Hauling to disposal of hazardous stumps resulting from trees growing on the public right-of-way (ROW). Stumps placed at the ROW by others are considered debris: See Note 6			
9	>24 inch diameter to 47.99 inch diameter Note:7	Per Stump	\$450.00
10	48 inch diameter and greater Note:7	Per Stump	\$550.00
11	On site stump grinding including filling hole with wood chips (Note:7)	Per Inch	\$20.00
Item No.	Description of Service	Unit	Unit Price
Hazardous Limb Removal (After Initial 70 hour Period)			
12	Storm Damaged Hazardous Limb Removal (Note 7)	Per Tree	\$125.00

Item No.	Description of Service	Unit	Unit Price
Storm Damaged Hazardous Tree Removal: Diameters of trees are measured at breast height (Prices include removal of tree to ROW for collection as debris and flush cutting stumps to ground level) (See Note 7)			
13	Trees that require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW)		
13a	6" to 12.99" diameter	Per Tree	\$110.00
13b	13" to 23.99" diameter	Per Tree	\$320.00
13c	> 24" diameter	Per Tree	\$440.00
14	Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)		
14a	6" to 12.99" diameter	Per Tree	\$110.00
14b	13" to 23.99" diameter	Per Tree	\$260.00
14c	> 24" diameter	Per Tree	\$440.00
15	Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures		
15a	6" to 12.99" diameter	Per Tree	\$110.00
15b	13" to 23.99" diameter	Per Tree	\$320.00
15c	> 24" diameter	Per Tree	\$440.00
NOTES			
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, FL. Tipping fees at final disposal site(s) shall be the responsibility of Vendor unless approved otherwise. **NOTE: This price does not include tipping fee. Vendor shall pay tipping fee and back charge County at Cost.		
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage shall begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost shall be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.		
3	For a multi-year Agreement, the prices shown in table 7.1 would be adjusted on the anniversary date of Agreement according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWUR0300SAO) is the established index.		
4	Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security.		
5	Includes comprehensive management of all debris and debris site, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 4.8 in the scope of services for more detail.		
6	All stumps placed on the right of way by citizens shall be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items 2 through 7.		
7	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.		

8	Vendor understands and agrees that disposal is to be a "Pass-Through" expense therefore pricing above does not include disposal fees.
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7.2 SPECIALIED LABOR & WORK CREWS

LABOR RATES: Labor rates listed in this category are used for Negotiated & Special Services Tasks ONLY. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates

Specialized Labor and Work Crews	LABOR CATEGORY	Unit	Unit Price
	Field Supervisor with truck and cell phone	Hourly	\$50.00
	Administrative Assistant	Hourly	\$32.00
	Heavy Equipment Operator	Hourly	\$40.00
	Tool Operator (Chainsaw)	Hourly	\$32.00
	Laborer w/ small tools	Hourly	\$28.00
	Mechanic w/truck and tools	Hourly	\$70.00
	Tree Climber w/ chainsaw and gear	Hourly	\$98.00
Work Crew Category (typical crew makeup for "First 70 hrs" Operation)	Wheel Loader w/ operator, 2.5cy, Forman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work crew	\$245.00
Other - Defined other workers that shall be required and the hourly rate to provide	Description	Unit	Unit Price
	Boat captain	Hourly	\$50.00
	Air boat captain	Hourly	\$65.00
	Marsh buggy operator	Hourly	\$45.00

7.3 Equipment

Item	Equipment Description (Including Specs, Capacity, HP and Any additional notes)	Unit of Measure	Unit Price
1	Aerial Lift: self-propelled, max platform height 60', 230 HP	Rate Per Hour	\$ 95.00
2	Chipper, brush: capacity 19", 400 HP	Rate Per Hour	\$ 400.00

3	Crane: lift capacity 70 MT	Rate Per Hour	\$ 450.00
4	Skid steer: operating capacity 6,000lbs, 96 HP	Rate Per Hour	\$ 110.00
5	Wheel loader: bucket capacity 2CY, 250 HP	Rate Per Hour	\$ 130.00
6	Pavement sweeper: to 150 HP	Rate Per Hour	\$ 100.00
7	Lowboy trailer and tractor: 55 ton capacity	Rate Per Hour	\$ 125.00
8	Dump truck: 28 CY capacity, 500 HP	Rate Per Hour	\$ 100.00
9	Knuckle boom truck: up to 500 HP	Rate Per Hour	\$ 175.00
10	Pickup truck: 3/4 ton	Rate Per Hour	\$ 28.00
11	Truck tractor	Rate Per Hour	\$ 75.00
12	Step-deck or flatbed trailer	Rate Per Hour	\$ 50.00
13	Tub or horizontal grinder: 1000 HP	Rate Per Hour	\$ 525.00
14	Light tower: 4-500 watt bulbs, trailer mounted	Rate Per Hour	\$ 160.00
15	All terrain vehicle: 6 seats, 1000 cc	Rate Per Hour	\$ 75.00
16	Water truck: 4,000 gal	Rate Per Hour	\$ 95.00

EXHIBIT C

INSURANCE REQUIREMENTS



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

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

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

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

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

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

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

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



Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

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

Special Requirements:

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

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, Agreementors, subAgreementors, or agents of the Vendor who shall 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 shall be additional local, state, and federal regulations that shall require background screening, and that the Vendor shall 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: 2/6/2020

STATE OF Texas
COUNTY OF Denton

Melanie Corley
Signature
Melanie Corley President
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: TXS Driver License

[Stamp/seal required]



Shanna J. Winters
Signature, Notary Public



LEE COUNTY
SOUTHWEST FLORIDA

Advertise Date: Friday, August 02, 2019

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Consultant Competitive Negotiation Act (CN) Request for Proposal

Solicitation No.: **RFP190405BAG**

Solicitation Name: **Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County**

Open Date/Time: **Wednesday, September 04, 2019** Time: **2:30 PM**

Location: **Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**

Procurement Contact: **Brooke Green** Title **Procurement Analyst**
Phone: **(239) 533-8881** Email: **BGreen@leegov.com**
Requesting Dept. **Natural Resources**

Pre-Solicitation Meeting:

Type: **NON-Mandatory**

Date/Time: **8/12/2019 10:00 AM**

Location: **Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901**

All solicitation documents are available for download at
www.leegov.com/procurement

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed

FEMA

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



**EXHIBIT E
PROJECT FUNDING PACKAGE**

August 2, 2019

Ver 2-28-19



Notice to Contractor / Vendor / Proposer(s)

RFP# RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

**REQUEST FOR PROPOSAL
Consultant Competitive Negotiation Act (CN)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for

**RFP190405BAG Disaster Recovery Services for Debris &
Vegetation Removal from Waterways and Natural Creeks in Lee County**

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

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

2:30 PM Wednesday, September 04, 2019

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

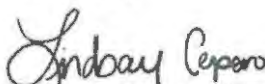
The solicitation documents are available from www.leegov.com/procurement. Documents obtained from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official Proposer list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

10:00 AM Monday, August 12, 2019 Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901 for the purpose of discussing the proposed project. Prospective Proposers are encouraged to attend. All prospective Proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal conference so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Brooke Green BGreen@LeeGov.com

Sincerely,


Lindsay Cepero, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

EXHIBIT E PROJECT FUNDING PACKAGE

Terms and Conditions Request for Proposal Consultant Competitive Negotiation Act (CN)

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

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

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 18-22
 - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 3.1.3. 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

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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.

- 3.1.4. 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, and where applicable witnessed and 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, as a result of this solicitation and subsequent evaluation process.
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 background check. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in Proposer disqualification.
7. **PRE-SOLICITATION CONFERENCE**

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- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
- 8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov.com/procurement. It is solely the Proposer's responsibility to check the website for information. No notifications will be sent directly to proposers by Lee County Procurement Management Division associated with this solicitation.
- 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. ADDITIONS, REVISIONS AND DELETIONS

- 9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Division that changes 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.

10. CONFIDENTIALITY

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.

11. CONFLICT OF INTEREST

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

And:

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- 11.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 11.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 11.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

13. DRUG FREE WORKPLACE

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

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

- 14.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the Florida Department of Transportation.
- 14.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

15. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 15.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 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.
- 15.2. 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.
- 15.3. 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.

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- 15.4. 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.

16. SUB-PROPOSER/CONSULTANT

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

17. RFP - PROJECT GUIDELINES

- 17.1. 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:
- 17.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 17.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
 - 17.1.3. 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.
 - 17.1.4. 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.
 - 17.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 17.1.6. 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.

18. RFP – EVALUATION

- 18.1. **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").
- 18.2. **Evaluation Meeting(s):**
- 18.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 18.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
 - 18.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.
 - 18.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

19. RFP – SELECTION PROCEDURE

- 19.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 19.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.

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- 19.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 19.4. 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.
- 19.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 19.5.1. Make award(s) to one or multiple Proposers.
 - 19.5.2. Waive minor informalities in any response;
 - 19.5.3. Reject any and all proposals with or without cause;
 - 19.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

20. RFP – TIEBREAKER

- 20.1. 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.
 - 20.1.1. 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.
 - 20.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 20.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 20.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 20.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 20.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

21. RFP – EVALUATION/ SELECTION COMMITTEE

- 21.1. 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.
- 21.2. 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 in a short-list of at least three (3) Proposers/Firms to be interviewed.

22. WITHDRAWAL OF PROPOSAL

- 22.1. 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.
- 22.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 22.3. 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:
 - 22.3.1. The Proposer acted in good faith in submitting the proposal,
 - 22.3.2. 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.
 - 22.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and

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

23. PROTEST RIGHTS

- 23.1. 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.
- 23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.lee.gov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 23.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written **"Notice Of Intent To File A Protest" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
- 23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 23.4.2. 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.
- 23.5. 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.
- 23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1. 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.

25. CONTRACT ADMINISTRATION

- 25.1. **Designated Contact:**
- 25.1.1. 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.
- 25.1.2. 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.
- 25.2. **RFP – Term:**
- 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
- 25.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 25.3. **RFP – Basis of Award:**
- 25.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.
- 25.4. **Agreement/Contract:**
- 25.4.1. 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.lee.gov.com/procurement/forms>.

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25.5. Records:

25.5.1. 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.

25.5.2. 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:

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

25.5.2.2. 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.

25.5.2.3. 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.

25.5.2.4. 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.

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

25.5.4. 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.

25.6. Termination:

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

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

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- 25.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 25.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

26. WAIVER OF CLAIMS

- 26.1. 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.

27. LEE COUNTY PAYMENT PROCEDURES

- 27.1. All vendors are requested to mail an original invoice to:
**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**
- 27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 27.3. 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.
- 27.4. 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.

28. INSURANCE (AS APPLICABLE)

- 28.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section
INSURANCE REQUIREMENTS

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Lee County Insurance Requirements

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

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

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

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

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

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

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

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

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Verification of Coverage:

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

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

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End of Insurance Guide section

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

1. FEDERAL FUNDING:

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

3. MAINTENANCE OF RECORDS:

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

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4. PURPOSE:

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

5. SUBCONTRACTS:

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

6. CONFLICT OF INTEREST:

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

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

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

8. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT:

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

9. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

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requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. SUSPENSION AND DEBARMENT:

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

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

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

11. BYRD ANTI-LOBBYING AMENDMENT:

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

12. RECOVERED MATERIALS:

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

13. DHS SEAL, LOGO, AND FLAGS:

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

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

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

15. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

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

16. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:

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

17. OTHER REMEDIES AND RIGHTS:

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

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

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

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

Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Vendors are also required to provide the Lee County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.**
If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.

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

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

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

19. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

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

If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a

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percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

20. ENERGY POLICY AND CONSERVATION ACT:

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

21. REMEDIES:

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

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

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

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

22. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

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

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23. REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS:

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

24. CHANGES

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

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

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

End of Supplemental Conditions

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SPECIAL CONDITIONS

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

1. LOCAL VENDOR PREFERENCE EXCLUSION

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

2. PROJECT TERM

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

3. FEMA REIMBURSEMENT

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

4. CONDUCT

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

5. MARITIME LIABILITY

- 5.1 All Vendors shall have a minimum limits of \$1,000,000.00 per occurrence. Shall include endorsement to include Jones Act or Protection & Indemnity Policy providing for maritime exposures. Any deductible is the responsibility of the Vendor.

*The required minimum limit of liability shown in (2) and (3) 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."

6. COST BREAKDOWN NOTICE

- 6.1 The Vendor shall be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. Vendor must advise if audited rates are available and shall provide such rates and documentation for

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use in negotiation and Cost Analysis if such method is used. Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

End of Special Conditions

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DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1** The Lee County Board of County Commissioners is requesting proposals from qualified firms, hereafter referred to as Vendor, to establish a pre-need, pre-position contract for a variety of disaster recovery related services within Waterways and Natural Creeks in Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed.
- 1.2** Services shall include, but are not limited to: large scale debris removal from the Waterways and Natural Creeks, separation, staging and disposal, demolition work, construction and demolition debris removal, damaged or undamaged marine property removal, tree trimming, stump grinding and removal, and all additional scope as describe herein.
- 1.3** The Vendor(s) shall furnish all the required equipment with operators, laborers, and superintendents to perform the work directed by the Lee County Project Manager. Work shall consist of the removal and proper disposal of debris, both vegetative and non-vegetative, from creeks, canals and waterways located in and around Lee County.

2. DEFINITIONS

- **Vendor / Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, damaged or undamaged marine property, personal property.
- **Marine property** – docks and/or accessories such as furniture and canopies or covers, vessels and trailers, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable Waterways and Natural Creeks.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site- Predetermined and/or pre-approved site location for either temporary staging or final destination.

3. VENDOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1** The Vendor 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. Each year of this contract, the contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre- event training of County's emergency management and recovery personnel at no additional charge to the County.
- 3.2** The vendor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the vendor 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.
- 3.3** The selected vendor(s) shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The Vendor(s) shall be familiar with the County's approved debris management plan.

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- 3.4** No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.
- 3.5 DEAD ANIMALS:** Dead animals found (or placed) within Waterways and Natural Creeks, or inadvertently delivered to a debris management site, shall be the responsibility of the Vendor to remove and lawfully dispose of under this contract.
- 3.6 MARINE PROPERTY:** docks and/or accessories such as furniture and canopies or covers, vessels and trailers, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable Waterways and Natural Creeks, shall be the responsibility of the Vendor to remove and lawfully dispose of under this contract.
- *Vendor shall provide for proper notification and disposal of all registered vehicles in accordance with local, state, and federal regulations, ordinances, and alike.*

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 Vendor(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to Waterways, Natural Creeks, municipal properties and facilities, and other public sites, unless otherwise directed.
- 4.2** The County upon contacting the Vendor will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Vendor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Vendor will also begin coordination with County Natural Resources personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3** The Vendor 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 Vendor.
- 4.4** The Vendor will be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations. County shall determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites may be utilized as directed and/or approved by County.
- 4.5** For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the contractor shall be available for technical assistance to determine which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

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 Vendor and the Consultant is crucial to the success of the response operation. Therefore, each Vendor shall be capable of working with different accounting and tracking systems.

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5.2 Prior to the beginning of the each hurricane season, the successful Vendor(s) will 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 required training day.

6. PROPOSAL SECURITY

6.1 Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not necessary.

7. PERFORMANCE AND PAYMENT BOND

7.1 The County reserves the right to require the Vendor 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 Work Order or Work Authorization, 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 subcontractors, materials and laborers. If the value of the contracted work increases, the Vendor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

End of Detailed Specifications

**EXHIBIT E
PROJECT FUNDING PACKAGE****TECHNICAL SPECIFICATIONS****1.0 SERVICES****1.1 Scope of Services:**

Vendor 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 eligible storm-generated debris within Waterways and Natural Creeks; these items and tasks are included in the bid prices provided in the schedule of values (section 7.1) and shall be provided in accordance with the Standards of Performance as set forth in Article 3 of this Contract. Emergency push, debris removal and demolition of structures 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 or private 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 within Waterways and Natural Creeks, including any other locally and publicly owned facility or site as may be directed by County. Contracted services will only be performed when requested and as designated by County via task order.

Vendor 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 Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 4.8 of this Contract.

1.2 Emergency Push / Waterways and Natural Creeks:

If directed by the County, Vendor shall accomplish the cutting, tossing and/or pushing of debris from Waterways and/or Natural Creeks, as identified by and directed by County, to eliminate immediate threats to life, public health, and safety. This operational aspect of the scope of services shall be for the first 70 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Waterways and Natural Creeks:

Vendor shall remove all debris from Waterways and Natural Creeks when directed to do so by County. Vendor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5.

1.4 Right-of-Entry (ROE) Removal (if Task Authorized by County):

Vendor will exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Vendor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Vendor will exercise caution when working around public utilities (i.e., gas, water, electric, 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 Vendor warrant that utility damages will not occur as a result of properly conducting Contracted services.

1.5 Demolition of Structures (if Task Authorized by County):

Vendor will remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

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1.6 Marine Property Removal (if Task Authorized by County):

Vendor will remove marine property designated for removal by and at the direction of County, in a timely manner as determined by County, to be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

1.7 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.

1.8 Disaster Recovery Technical Assistance:

Vendor will provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

1.9 Vegetative Debris Reduction:

Vendor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day.

1.10 Construction and Demolition (C&D) Debris Reduction:

Vendor will 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 production rate should be similar to the vegetation rate.

1.11 Construction and Demolition (C&D) Debris Recycling:

When directed, the Vendor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the County. Properly removed environmental hazards, such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc., as identified by the County, must be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

1.12 Specialized Crews:

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

Services provided under Specialized Crews will be authorized with a ceiling price that shall not be exceed by the Vendor without expressed consent and adjustment to the ceiling price by the County. Should the Vendor exceed for any reason, without written consent to do so, the ceiling price as set forth by the County shall do so at its own risk. County is not responsible to cover expenses over the ceiling price set for such services.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

Vendor 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 will 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, will be accomplished at no additional cost to County.

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2.2 Cost of Services:

Vendor 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.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

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

3.0 STANDARDS OF PERFORMANCE

3.1 Vendor Representative:

Vendor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours following the execution of this Contract. 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. A Vendor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with County contract administrator. The Vendor shall also consider locating this representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Vendor shall also provide reports on debris removal operational progress as requested.

3.2 Mobilization:

The Vendor shall have sufficient equipment and forces in Lee County within 4 days of "notification to proceed" to begin removal operations. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

3.3 Time to Complete:

Vendor 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.

3.4 Completion of Work:

Vendor 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.

4.0 GENERAL RESPONSIBILITIES

4.1 County Obligations:

County shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice to Proceed. A representative 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.

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

4.2 Contractor's Conduct of Work:

Vendor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Vendor 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 a County representative at times, places, and by means as directed by County. Vendor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 Supervision by Contractor:

Vendor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Vendor is solely responsible for all means, methods, techniques, safety and other procedures. Vendor will 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 County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

4.4 Damages by Contractor:

Vendor 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. Vendor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Vendor should 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 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 Vendor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred.

4.5 Contractor's Duty Regarding Other Contractor(s):

Vendor 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.

4.6 Contractor's Ownership of Debris:

Unless otherwise directed by County, All debris, including shall become the property of Vendor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Contractor's Disposal of Debris:

Unless otherwise directed by County, Vendor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris. 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.

4.8 Debris Management Site (DMS):

4.8.1 : Site Operation:

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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.

4.8.2 : Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Vendor shall be responsible for any damages pursuant to section 4.4.

4.8.3 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 between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

4.8.4 Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

4.8.5 Debris Disposal

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the County, the Vendor 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.

4.8.6 Assist Debris Monitoring Consultant in 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.

4.9 Training:

Vendor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, pre- strike training of County field and supervisory personnel.

5.0 GENERAL TERMS AND CONDITIONS

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5.1 Geographic Assignment:

The geographic boundary for work by Contractor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Vendor 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 3.4. 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.

5.3 Operation of Equipment:

Vendor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. 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 ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Vendor or its representative shall be the Contractor's responsibility and repaired at no additional cost to the County as outlined in section 4.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

Vendor 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 Vendor 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 Vendor 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.

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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.

5.5 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 will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Vendor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will 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 Vendor when any changes occur at all DMS sites.

5.6 Security of Debris during Hauling:

Vendor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Vendor shall ensure that each load is secure and trimmed 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, Vendor will regularly survey the primary transportation routes used by Vendor & its subs and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Vendor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Vendor 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). Vendor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Vendor may 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 work days and/or work hours shall be as directed by County following consultation and notification to Contractor.

5.9 Stumps:

All eligible stumps authorized by the County shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be 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. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

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The Vendor shall backfill the hole left from stump extractions.

A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- 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 Vendor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Vendor 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.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

5.12 Work Safety:

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

5.13 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.

5.14 Other Agencies:

The term "government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.15 Retention of Collection Equipment:

Vendor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Vendor 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.

5.16 Chain Saw Crews:

Crews shall work only as directed by task order by the County; the number of crewmembers and

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scope of work to be performed shall be outlined in the task order. 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.

5.17 Hazardous Trees:

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- 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, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.18 Hanging Limbs:

Limbs, authorized as eligible for reimbursement by the County must be:

- Located on improved public property
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

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, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.19 Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and may 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 3.4. All 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.

6.0 REPORTS, CERTIFICATIONS, and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Vendor shall, after reconciliation, accept the serialized copies of the debris reporting tickets 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 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 shall be used as the basis of any electronic generated billing and/or reports.

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- If requested, the Vendor 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 or other regulations must be documented on each load ticket
- The Vendor shall submit all original load tickets to the County

The Vendor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

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 where applicable.

6.2 Reports:

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

6.2.1 Daily Reports:

Daily reports may 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. Vendor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by County.

6.2.3 Report Delivery:

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

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Vendor 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. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or government.

6.3 Additional Supporting Documentation:

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

6.4 Report Maintenance:

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

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6.5 Contract File Maintenance:

Vendor will 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 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.

7.0 UNIT PRICES and PAYMENTS

(See Attachment - Schedule of Value) - Section A, C, D

7.1 Debris Removal, Processing and Disposal

(See Attachment - Schedule of Value) - Section A

7.2 Specialized Labor & Work Crews

(See Attachment - Schedule of Value) - Section C

7.3 Equipment including Operator and Fuel

(See Attachment - Schedule of Value) - Section D

7.4 Billing Cycle:

Vendor shall invoice County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

7.5 Ineligible Work:

Vendor 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 government agency as ineligible debris and for which the Vendor was not formally authorized to perform by the County.

7.6.1 Eligibility Inspections:

Vendor 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 set out in Section 1.1 of this Contract.

7.6.2 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 will be directed to an alternate disposal or processing facility. No payment will be approved and Vendor will not invoice 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.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Vendor 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.

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7.8 Specialized Services:

Vendor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of 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 Technical Specifications

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SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **30 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

TAB 1: Introduction

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

****Cover Page: Introduction does NOT count towards page restriction requested herein.****

TAB 2: Description of Firm

- How many years has proposer been in business under present name?
- Under what other former names has your organization operated?
- Proposed responsible office location.
- How many full-time employees are assigned to responsible office?

TAB 3: Experience & References

- 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

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performed in federally declared events experienced in Florida and/or states with similar naturally occurring disasters.

- Proposer shall provide written documentation describing debris management services similar to those outlined in this solicitation, Disaster Recovery related projects preferred, that it has successfully completed within the last five (5) years of this proposal. **A minimum of three (3) projects for a city or county government** shall be provided and details shall **indicate daily operational capacity in cubic yards removed per day and total amount of debris processed in cubic yards**. The proposer must provide sufficient enough 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.

(1) Project example information should include:

- a. Project Name
- b. Description of Project
- c. Dates of Services
- d. Contract Award Amount
- e. Estimated volume of debris removed (In CY)
- f. Client Name
- g. Client Point of Contact
- h. Client Phone Number
- i. Client Email Address

- Proposer shall provide a complete list of all **current** contractual clients within the state of Florida.

(1) This list shall include:

- a. Client Name
- b. Client Contact Information
- c. Point of Contact Name, Phone, Email
- d. Brief Description of Contract
- e. Effective/Start Date of Contract
- f. Expiration Date of Contract
- g. Amount or Estimated Amount of contract award

TAB 4: Company Resources: Facilities, Equipment & Personnel

- Proposer must provide a list of **facilities, equipment, and personnel** available to do the work proposed.
- (1) 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.
- 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 resumes of proposed project management/crew team leaders 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.

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TAB 5: Company Capabilities

- 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:
 - (1) Provide details and/or demonstrate the firm's experience with the following items:
 - Data management and tracking system
 - 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.
 - Community relations (public meetings, public outreach, media, etc...)
 - (2) Proposer shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed, depending upon the service(s) requested.
 - (3) Proposer shall detail their ability to maintain full operational capability (12 hours a day, seven days a week) for an extended period.
 - (4) Proposer shall indicate clearly the scope of services to be performed by subcontractors or other third parties hired by the Proposer.

TAB 6: Financial Stability

- 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.
- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.
- Proposer must include a copy of the most recent annual financial report/annual audit, independent certified audit, Dunn & Bradstreet report, or 10K or the most recent 10Q, if appropriate. **Financial reports must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.**

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

Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute's financial statement exemption only applies to submittals in response to a solicitation for a "public works" project as provided for in Section 119.071(1) c. This solicitation is not for "public works" project.

- The Proposer shall provide a summary of all litigation cases exceeding \$100,000.00 that the Proposer has been a party to during the past five (5) years (whether settled privately or in court) which is related to the Services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case,

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the outcome, or projected outcome, and the monetary amounts involved

- The Proposer shall provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being proposed.
- 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.
- **Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute's financial statement exemption only applies to submittals in response to a solicitation for a "public works" project as provided for in Section 119.071(1) c. This solicitation is not for "public works" project.**

TAB 7: Price Scoring

- The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points.
 - (1) For example, the maximum score available for price is 25. If the lowest proposed Price Proposal 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: $\$150,000.00 / \$160,000.00 = .9375$; $.9375 \times 25 = 23.4375$
- Pricing of Sheet A from Bid/ Proposal Form is the only pricing to be utilized for evaluation purposes, however pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals.

TAB 8: Required Forms

- Forms 1- 7

2. SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
3	EXPERIENCE & REFERENCES	25
4	COMPANY RESOURCES: FACILITIES, EQUIPMENT & PERSONNEL	25
5	COMPANY CAPABILITIES	20
6	FINANCIAL STABILITY	10
8	PRICE SCORING	20
TOTAL POINTS		100
<i>*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.</i>		

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3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, August 2, 2019	N/A
Pre-Proposal Meeting	Tuesday August 12, 2019	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, September 4, 2019	Prior to 2:30 PM
First Committee Meeting & Discussion	TBD	TBD
Notify Shortlist Selection via e-mail (If applicable)	TBD	N/A
Final Scoring/Selection Meeting (If applicable)	TBD	TBD
Additional notes on Submission Schedule: <ul style="list-style-type: none"> • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Vendor to verify all dates through County website.</i> • <i>Unless otherwise stated, location of all openings and meetings will take place at 1500 Monroe Street, Fort Myers, FL 33901 – 4th Floor Procurement Management.</i> 		

End of Submittal Requirements & Evaluation Criteria Section

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FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL CCNA

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

Form # **Title/Description**

- 1 *Solicitation Response Form*
All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.
Verify that all addenda and tax identification number have been provided.
- * *Business Relationship Disclosure Requirement*
Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**
NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.
- 2 *Affidavit Certification Immigration Laws*
Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.
- 3 *Reference Survey*
Provide this form to reference respondents. This form **will be turned in with the proposal** package.
 1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
 2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
 3. The reference respondent should complete "**Section 3.**"
 4. **Section 4:** The reference respondent to print and sign name
 5. **Three (3) Reference responses** are to be **returned with the proposal package**.
 6. Failure to obtain reference surveys may make your company non-responsive.
- 4 *Negligence or Breach of Contract Disclosure Form*
The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.
If you have **no litigation**, enter "**None**" in the first "**type of incident**" block of the form. Please do not write N/A on this form.

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- 5 *Affidavit Principal Place of Business*
Certifies Proposer's location information

- 6 *Sub-Contractor List (if applicable)*
To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

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

- 8 *Proposal Label (Required)*
Self-explanatory. Please affix to the outside of the sealed submission documents.

- 9 *Include any licenses or certifications requested*
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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

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Form 1 – Solicitation Response Form



LEE COUNTY
SOUTHWEST FLORIDA

**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: 9/9/19 Deadline Date: 9/4/2019

SOLICITATION IDENTIFICATION: RFP190405BAG

SOLICITATION NAME: Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

COMPANY NAME: Aftermath Disaster Recovery, Inc.

NAME & TITLE: (TYPED OR PRINTED) Melanie Corley, President

BUSINESS ADDRESS: (PHYSICAL) 1826 Honeysuckle Ln., Prosper, TX 75078

CORPORATE OR MAILING ADDRESS:
☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: mkcorley@aftermathdisaster.com

PHONE NUMBER: 972-567-1489 FAX NUMBER: _____

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

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

No. <u>1</u> Dated: <u>8/29/19</u>	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: 46-3248226

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

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

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

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

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL §.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL §, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

EXHIBIT E **PROJECT FUNDING PACKAGE**

Form#1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL § , prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
- If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4 Disadvantaged Business Enterprise (DBE) Proposer?** If yes, please attach a current certificate. ☐ Yes ☒ No

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

Aftermath Disaster Recovery, Inc.

Company Name (Name printed or typed)

Melanie Corley

Authorized Representative Name (printed or typed)

President

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Adam Gonzalez

Witnessed/Attested by

(Witness Secretary name and title printed or typed)

Witness/Secretary Signature

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

EXHIBIT E
PROJECT FUNDING PACKAGE**Detail by FEI/EIN Number**

Foreign Profit Corporation

AFTERMATH DISASTER RECOVERY, INC

Filing Information

Document Number F14000003039
FEI/EIN Number 46-3248226
Date Filed 07/17/2014
State TX
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/26/2015

Principal Address

1826 HONEYSUCKLE LN
PROSPER, TX 75078

Mailing Address

1826 HONEYSUCKLE LN
PROSPER, TX 75078

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET N.
SUITE 300
ST.PETERSBURG, FL 33702

Name Changed: 01/29/2018

Address Changed: 01/29/2019

Officer/Director DetailName & Address

Title CPST

CORLEY, MELANIE
1826 HONEYSUCKLE LN
PROSPER, TX 75078

Title VCP

CORLEY, ROBERT O
1826 HONEYSUCKLE LN
PROSPER, TX 75078

Annual Reports

Report Year	Filed Date
2017	02/09/2017
2018	01/29/2018
2019	03/04/2019

Document Images

03/04/2019 - ANNUAL REPORT	View image in PDF format
01/29/2018 - ANNUAL REPORT	View image in PDF format
02/09/2017 - ANNUAL REPORT	View image in PDF format
03/04/2019 - ANNUAL REPORT	View image in PDF format

**EXHIBIT E
PROJECT FUNDING PACKAGE**

Ver 2-28-19

Form 1a – Bid/Proposal Form



**PROCUREMENT MANAGEMENT DEPARTMENT
PROPOSAL FORM**

**COMPANY
NAME:** _____

SOLICITATION N: RFPI90405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meet these specifications.

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience, however it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

The County will only accept proposals submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award.

Proposers may not adjust or modify data provided within the Bid Schedule. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 2 - Affidavit Certification of Immigration Laws



LEE COUNTY
 SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP190405BAG SOLICITATION NAME: DISASTER RECOVERY SERVICES FOR DEBRIS & VEGETATION REMOVAL FROM WATERWAYS AND NATURAL CREEKS IN LEE COUNTY

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

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

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

Company Name: Aftermath Disaster Recovery, Inc.

Signature

Title

Date

STATE OF Texas

COUNTY OF Collin

The foregoing instrument was signed and acknowledged before me this 16th day of Sept 20 19, by Melanie Corley who has produced
 (Print or Type Name)

TXDL 09687782 as identification.
 (Type of Identification and Number)

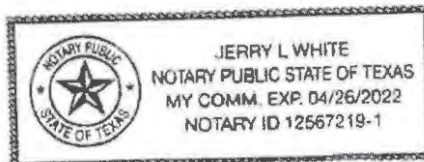
Jerry L White

Notary Public Signature

JERRY L WHITE

Printed Name of Notary Public

12567219-1 / 04/26/2022
 Notary Commission Number/Expiration



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

**EXHIBIT E
PROJECT FUNDING PACKAGE**

Ver 2.28.19

Form 3 Reference Survey

**Lee County Procurement Management
Reference Survey**

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


Project Name & Number: RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

Section 1	Reference Respondent Information		Please return completed form to:	
FROM:	Jeff Jowell		Bidder/Proposer: Aftermath Disaster Recovery, Inc.	
COMPANY:	Harris County Flood Control District		Due Date: Sept 9, 2019	
PHONE #:	832-347-4856		Total # Pages: 1	
FAX #:			Phone #: 972-567-1489 Fax #:	
EMAIL:	jeff.jowell@hcfcd.org		Bidder/Proposer E-Mail: mkcorley@aftermathdisaster.com	
Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:	Aftermath Disaster Recovery, Inc.			
Reference Project Name	Project Address	Project Cost		
Buffalo Bayou Debris Removal	Buffalo Bayou and Cypress Creek	\$3.4M		
Summarize Scope				
Removed vegetative debris from Buffalo Bayou and Cypress Creek resulting from Hurricane Harvey.				
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.				
Section 3				Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?				Yes
2. Were any problems encountered with the company's work performance?				No
3. Were any change orders or contract amendments issued, other than owner initiated?				No
4. Was the job completed on time?				Yes
5. Was the job completed within budget?				Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <div style="text-align: right; font-size: small;">Rate from 1 to 10. (10 being highest)</div>				9
7. If the opportunity were to present itself, would you rehire this company?				Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Aftermath Disaster Recovery performed waterway debris removal services for Harris County Flood Control District following historic flooding from Hurricane Harvey. HCFCD was very pleased with their work on a difficult project.				

Section 4 Please submit non-Lee County employees as references

Jeff Jowell

Reference Name (Print)


Reference Signature

50

RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

EXHIBIT E PROJECT FUNDING PACKAGE

Ver 2-28-19

Form 3 Reference Survey

Lee County Procurement Management Reference Survey

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

Project Name & Number: RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

Section 1	Reference Respondent Information	Please Print Completed Fields
FROM:	Jerry Brooks	Bidder/Proposer: Aftermath Disaster Recovery, Inc.
COMPANY:	Tag Grinding Services, Inc.	Due Date: Sept 9, 2019
PHONE #:	256-786-9673	Total # Pages: 1
FAX #:		Phone #: 972-567-1489 Fax #:
EMAIL:	faith@taggrinding.com	Bidder/Proposer E-Mail: mkcorley@aftermathdisaster.com

Section 2	Enter Bidder/Proposer Information, if applicable. Summarize Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	Aftermath Disaster Recovery, Inc.		
Reference Project Name:	Project Address:	Project Cost:	
Cape Coral canal clearing; ROW clearing	Canals in Cape Coral, FL	\$1.3M	
Summarize Scope: Removed vegetative debris from various canals following Hurricane Irma. ROW clearing and various projects following Hurricanes Michael and Irma.			

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

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

Section 4 Please submit non-Lee County employees as references

Reference Name (Print)	Jerry Brooks
Reference Signature	

RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

EXHIBIT E **PROJECT FUNDING PACKAGE**

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: RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

Section 1:	Reference Respondent Information	Please return completed form to:	
FROM:	Jimmy Higginson	Bidder/Proposer: Aftermath Disaster Recovery, Inc.	
COMPANY:	TxDOT-Harris County Maintenance	Due Date: Sept 9, 2019	
PHONE #:	713-448-0517	Total # Pages: 1	
FAX #:		Phone #: 972-567-1489	Fax #:
EMAIL:	jimmy.higginson@txdot.gov	Bidder/Proposer E-Mail: mkcorley@aftermathdisaster.com	

Section 2	Enter Bidder/Proposer Information, if applicable. Summarize Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	Aftermath Disaster Recovery, Inc.		
Reference Project Name:	Project Address:	Project Cost:	
Removal & Disposal of Driftwood Debris	SH 59 San Jacinto River bridge	\$1.4M	
Summarize			
Scope: 4 year maintenance contract to clear debris from the San Jacinto river under SH59			

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

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

Section 4 Please submit non-Lee County employees as references

Jimmy Higginson

Reference Name (Print)

Reference Signature

50

RFP190405BAG Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County



LEE COUNTY

SOUTHWEST FLORIDA

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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

Company Name: Aftermath Disaster Recovery, Inc. (Melanie Corley, President & 100% owner, Robert Corley- Vice President

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
none							

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

Page Number: 1 Of 1 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

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

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 5 - Affidavit Principal Place of Business



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Aftermath Disaster Recovery, Inc.

Melanie Corley

Printed name of authorized signer

President

Title

Melanie Corley

Authorized Signature

9/5/19

Date

The signer 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.**

Notary:

State of

Texas

County of

Collin

The foregoing instrument was signed and acknowledged before me this

6th day of Sept

20 19

Melanie Corley

who has produced

TXDL 09687782

Type of ID and number

as identification (or personally known)

Jerry L White

Notary Public Signature

12567219-1

04/26/2022

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

Lee County

Collier County

X

Non-Local

Local Business Tax License #

2. Address of Principal Place of Business:

1826 Honeysuckle Ln

Prosper, TX 75078

3. Number of years at this location
 4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
 5. Number of available employees for this contract
 6. Does your company have a Drug Free Workplace Policy

5 years

Yes*

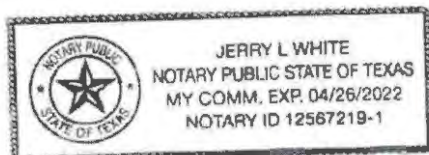
X No

*If yes, attach contractual history for past 3 consecutive years

9

X Yes

No



Form 6-Sub-contractor List



LEE COUNTY

SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total
Fowler Construction	waterway debris removal	Sammy Fowler	903-262-5655 sfowler2594@gmail.com	no	20%
Tiger Bayou, Inc.	waterway debris removal	Clyde Ewing	225-337-1208 ewing9437@hotmail.com	no	10%
Optimal Recovery	waterway debris removal	Brent Reedy	352-206-5541 optimalrecovery@tampabay.rr.com	no	—
Crossroads LLC	debris removal	Kevin Schlosser	608-769-4977 kj.schlosser@yahoo.com	no	—
Conroe Environmental	grinding & hauling	Shaun Welborn	512-636-6255 shaunzes@att.net	no	—

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) contractors, please attach a current certificate.

EXHIBIT E **PROJECT FUNDING PACKAGE**

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 Lee County
(Print name of the public entity)
by Melanie Corley, President
(Print individual's name and title)
for Aftermath Disaster Recovery, Inc.
(Print name of entity submitting sworn statement)
whose business address is 1826 Honeysuckle Ln., Prosper, TX 75078
(If applicable) its Federal Employer Identification Number (FEIN) is 46-3248226
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

EXHIBIT E
PROJECT FUNDING PACKAGE

☒ 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.

Public Entity Crime Form

Page 2 of 2

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

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

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

Melanne Corley
 (Signature)

9/6/19
 (Date)

STATE OF Texas

COUNTY OF Collin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, *Melanne Corley*
 (Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day
 of Sept, 2019.

Jerry L White
 (NOTARY PUBLIC)

My Commission Expires: 04/26/2022

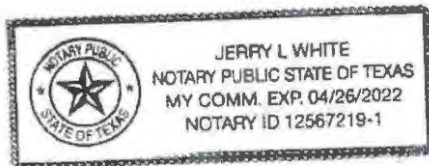


EXHIBIT E
PROJECT FUNDING PACKAGE

Form 8: E-Verify Program (Immigration Law)

Attachment: Immigration Law Affidavit Certification

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

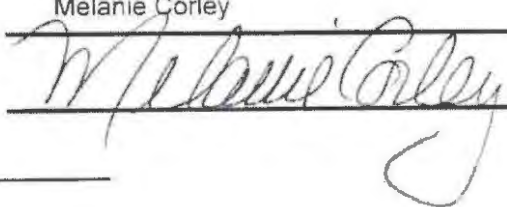
Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

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

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

Company Name Aftermath Disaster Recovery, Inc.

Print Name Melanie Corley Title President

Signature  Date 9/6/19

State of Texas

County of Collin

The foregoing instrument was signed and acknowledged before me this 6th day of Sept, 2019, by Melanie Corley who has produced TXDL 09687782 as identification.

(Print or Type Name) (Type of Identification and Number)

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

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

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 9, Form LLL - Disclosure of Lobbying Activities


CERTIFICATION REGARDING LOBBYING

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

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

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

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



 Signature of Contractor's Authorized Official

Melanie Corley, President

 Name & Title of Contractor's Authorized Official

9/5/19

 Date

EXHIBIT E
PROJECT FUNDING PACKAGE

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input style="width: 80%;" type="text" value="Aftermath Disaster Recovery, Inc."/> * Street 1: <input style="width: 40%;" type="text" value="1826 Honeysuckle Ln"/> Street 2: <input style="width: 40%;" type="text"/> * City: <input style="width: 20%;" type="text" value="Prosper"/> State: <input style="width: 10%;" type="text" value="TX"/> Zip: <input style="width: 10%;" type="text" value="75078"/> Congressional District, if known: <input style="width: 40%;" type="text"/>		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="height: 40px; border: 1px solid black;"></div>		
6. * Federal Department/Agency: <input style="width: 95%;" type="text"/>	7. * Federal Program Name/Description: <input style="width: 95%;" type="text"/> <small>CFDA Number, if applicable:</small> <input style="width: 20%;" type="text"/>	
8. Federal Action Number, if known: <input style="width: 95%;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 60%;" type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 25%;" type="text"/> Middle Name: <input style="width: 25%;" type="text"/> * Last Name: <input style="width: 30%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/>		
* Street 1: <input style="width: 40%;" type="text"/> Street 2: <input style="width: 40%;" type="text"/> * City: <input style="width: 20%;" type="text"/> State: <input style="width: 10%;" type="text"/> Zip: <input style="width: 10%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a): Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 25%;" type="text"/> Middle Name: <input style="width: 25%;" type="text"/> * Last Name: <input style="width: 30%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/>		
* Street 1: <input style="width: 40%;" type="text"/> Street 2: <input style="width: 40%;" type="text"/> * City: <input style="width: 20%;" type="text"/> State: <input style="width: 10%;" type="text"/> Zip: <input style="width: 10%;" type="text"/>		
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: <input style="width: 80%;" type="text"/> * Name: Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 25%;" type="text"/> Middle Name: <input style="width: 25%;" type="text"/> * Last Name: <input style="width: 30%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/>		
Title: <input style="width: 20%;" type="text"/> Telephone No.: <input style="width: 30%;" type="text"/> Date: <input style="width: 50%;" type="text"/>		

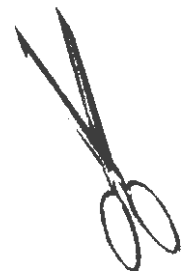
**EXHIBIT E
PROJECT FUNDING PACKAGE**

Ver 2-28-19

Sealed Proposal Label

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	RFP190405BAG
SOLICITATION TITLE:	Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County
DATE DUE:	Wednesday, September 4, 2019
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY



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

Posted Date: August 29, 2019

Solicitation No.: RFP190405BAG

Solicitation Name: Disaster Recovery Services for Debris & Vegetation Removal from Waterways and Natural Creeks in Lee County

Subject: Addendum Number 1

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

1. OPEN DATE/BIDS DUE EXTENSION:

FROM: September 4, 2019 at 2:30 PM

TO: September 9, 2019 at 2:30 PM

2. CLARIFICATIONS

a. Page 31, Section 5.2: *(Section has been removed)*

5.2 Multiple, Scheduled Passes:

~~Vendor 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 3.4. 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.~~

b. Page 12 & 13, Insurance Requirements: Section has been replaced with attached Maritime Remedies Insurance Requirements.

3. BID SCHEDULE:

The Bid Schedule has been updated and a new Bid Schedule has been uploaded to the project webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience.

Do not wait until submission day to download! Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt or download of documents.

Bidders MUST use the new Bid Schedule Excel form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

4. ATTACHMENTS:

- a. Revised Bid Schedule / Proposal Form
- b. Insurance Requirements Maritime Remedies

5. QUESTIONS/ANSWERS

1.	Will Lee County accept professional liability insurance in lieu of performance and payment bond?
Answer	Please refer to page 25, article 7.1. Professional liability will not be accepted in lieu of a performance and payment bond.
2.	Are tipping fees a pass through cost?
Answer	Yes.
3.	Who will be handling the monitoring?
Answer	The prime under the RFP160256DKR - Disaster Debris Monitoring for Lee County contract will be in charge of monitoring.
4.	Is there a cap to the specialized crews section of Scope of Work?
Answer	Yes, please refer to page 27, Section 1.12. Federal regulation requires a ceiling price for such services under this Agreement. The ceiling price will be established with the work authorized released to the Vendor.
5.	Bid Proposal Form a. Item 1 – please confirm this is for vegetative debris only. b. Item 2 – please confirm this is for vegetative debris only. c. Item 3 – please confirm this is for vegetative debris only. d. Items 1-7 – Does the County intend this work to be performed from the bank (Land Based Operations) or will this work be performed from the water (Marine Based Operations)? If the answer is both will the County consider breaking this up into separate line items – one for land based and one for marine based? – These items are for removing the material by whatever means and methods the contractor chooses to utilize while minimizing additional damages to natural systems.

Answer	<p>a. Items 5, 6 and 7 cover other debris. Item 1 is vegetation only.</p> <p>b. Items 5, 6 and 7 cover other debris. Item 2 is vegetation only.</p> <p>c. Item 3 is vegetation only, other types of debris will be handled by the prime under the RFP160257LAC - Disaster Recovery Services for Lee County.</p> <p>d. These items are for removing the material by whatever means and methods the Vendor chooses to utilize while minimizing additional damages to natural systems.</p>
6.	Will Schedule C and Schedule D hold the same weight as Schedule A when evaluating the proposals in terms of price?
Answer	Please refer to Sheet 41 of 59 "TAB 7" which states "Pricing of Sheet A from Bid/ Proposal Form is the only pricing to be utilized for evaluation purposes, however pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals."
7.	Will Schedule C and Schedule D be used when evaluating the proposals in terms of price?
Answer	Please refer to Sheet 41 of 59 "TAB 7" which states "Pricing of Sheet A from Bid/ Proposal Form is the only pricing to be utilized for evaluation purposes, however pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals."
8.	<p>Another question regarding the "Marine Property" line item. I see that this is a per unit cost. Bid schedule is asking us to give one price for several different objects. Example, the removal of dock furniture and an actual boat would be the same price.</p> <p>Can we separate the cost of vessel removal? Maybe price it by LF.</p>
Answer	The units for marine removal have been changed to cubic yards. Please download new Bid Schedule Addendum 1 located in the download documents section. Sheet A, Item #7
9.	In reference to Special Conditions, Article 5.1, Maritime Liability, we are usually called on to have United States Longshore and Harbor Workers Compensation Act coverage for debris removal work on and around waterways, instead of Jones Act coverage. Please confirm / clarify the requirement for Jones Act coverage.
Answer	Required coverage will be under the United States Longshore and Harbor Workers' Compensation Act requirements (USL&H).
10.	Please confirm that required following attachments do not count toward the page limit: RFP forms, applicable licenses, signing authority, table of contents, required litigation, and issued addenda.
Answer	These do not count towards page count.
11.	Could you please confirm that tipping fees will be considered a pass through expense?
Answer	Please refer to question 2.

12.	Please clarify: Will Lee County activate this contract only if the main debris removal contractor does not have resources to remove debris from waterways? In other words, is this a "back up" contract?
Answer	The County intends to activate this contract for the waterways during an emergency event and considers it a standalone contract.
13.	Is there an existing contract similar to this in place or previously in place? Are the bid tabulations available?
Answer	The County has not previously managed an annual waterways debris removal contract. However, the County currently has a service contract for general debris removal, RFP160257LAC - Disaster Recovery Services for Lee County, and details associated with such contract are available at https://www.leegov.com/procurement/awarded-annual-contracts.
14.	Will the payment for Hazardous Limbs be for the cut only and placement of debris safely onto the ROW for collection?
Answer	Hazardous limb removal is for cutting and placing the limb at the right of way for pickup or for placing in the debris truck and the hauling will be paid for under Items 1-3.

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.



Brooke Green
Lee County Procurement Management



EXHIBIT E
PROJECT FUNDING PACKAGE
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2018

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

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

PRODUCER
TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

CONTACT NAME: RM Home Office
PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 877-810-6374
E-MAIL: certs@truenorthcompanies.com
ADDRESS:

INSURED
Aftermath Disaster Recovery, Inc.
1826 Honeysuckle Ln.
Prosper TX 75078

AFTEDIS-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisafe	
INSURER B: Great American Insurance Company of New York	22136
INSURER C: Great American Insurance Company	16691
INSURER D: Westchester Surplus Lines Insurance Company	10172
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2060321741

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	OMH4016531	9/27/2018	9/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP2062233	9/27/2018	9/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		OMH4016533	9/27/2018	9/27/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	AWWCTX2734512018	9/27/2018	9/27/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractor's Pollution		G46836819001	11/13/2017	11/13/2018	Limit/Ded 1,000,000/5,000
B	Rented Equipment		OMH4016532	9/27/2018	9/27/2019	Limit/Ded 150,000/1,000

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

If Yes is indicated above for add'l insd forms Gen Liab #GA12391 applies (#GA12604 for Rented Equipment). If Yes is indicated above for waiver of subrogation forms Gen Liab #GA12392 and WC #WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured.

Excess/Umbrella liability extends over the Commercial General Liability, Automobile Liability and Workers Compensation Employer's Liability only.

Project: B180278JM EMDD Phase II-Debris Clean Up-Hurricane Irma

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as additional insured on the General Liability policy on a primary basis.

Cancellation provisions applies to GL, Auto, Umbrella & Work Comp policies - 30 days except 10 days for nonpayment.

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of Commissioners
PO Box 398
Fort Myers FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KANE CORLEY, MELANIE

AFTERMATH DISASTER RECOVERY, INC
1826 HONEYSUCKLE LN
PROSPER TX 75078

LICENSE NUMBER: SCC131151805

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT F
PROJECT FUNDING PACKAGE

State of Florida

Department of State

I certify from the records of this office that AFTERMATH DISASTER RECOVERY, INC is a Texas corporation authorized to transact business in the State of Florida, qualified on July 17, 2014.

The document number of this corporation is F14000003039.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 4, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of June, 2019*



Ramona F. Hall
Secretary of State

Tracking Number: 5945065538CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>