

thompson  
CONSULTING SERVICES

**Cooperative Purchasing Professional Services Agreement  
General Terms and Conditions**

This Cooperative Purchasing Professional Services Agreement ("Agreement") is made and entered into as of the date of execution by both parties, by and between **Gadsden County** (hereinafter referenced as "Client"), a political subdivision of the State of Florida, and **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant"), a Delaware limited liability company authorized to do business in the State of Florida, with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and;

Whereas, Consultant has entered into an agreement for Disaster Debris Monitoring (Contract 7698, RFP160256DKR) effective as of April 5, 2017 with Lee County, Florida (hereinafter referred to as "County Contract" and attached as **Exhibit A**);

Whereas, pursuant to Clause 30.1 of RFP160256DKR of County Contract, Client desires to utilize the County Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the County Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

**1. TERM & APPLICABILITY**

The term of this Agreement shall commence on the date executed by the last of the parties hereto, and shall expire on the same date set forth in the County Contract. The term of this Agreement shall be dependent upon any renewals of the County Contract. Any exercised renewal of the County Contract shall allow the Client to renew the term of this Agreement for the same period of the County Contract upon mutual written agreement of Consultant and Client. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

**2. SCOPE OF WORK**

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A** attached hereto. A Purchase Order and/or Notice to Proceed must be issued by the Client before commencement of Work related to this Agreement.

**3. STANDARD OF CARE**

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

**4. CHANGES/AMENDMENTS**

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

**5. FEE FOR SERVICES**

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the County Contract.

**6. PAYMENT**

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices. Client shall pay Consultant in accordance with the Local Government Prompt Payment Act. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

**7. WORK PRODUCT**

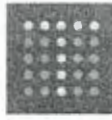
Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

**8. INFORMATION PROVIDED BY OTHERS**

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

**9. SAFETY AND SECURITY**

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the



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assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

**10. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

**11. ASSIGNMENT**

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

**12. NOTICES**

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Consultant: Thompson Consulting Services

Attention: Nate Counsell

Address: 1135 Townpark Avenue

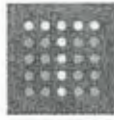
Suite 2101

Lake Mary, FL 32746

**13. MISCELLANEOUS**

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

**THOMPSON CONSULTING SERVICES, LLC**

**GADSDEN COUNTY, FLORIDA**

By: \_\_\_\_\_

Name: Jon Hoyle

Title: President

Date: October 11, 2018

By: \_\_\_\_\_

Name: Dee J. Jackson

Title: Interim County Administrator

Date: 10/11/2018

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena

LPena@thompsoncs.net

(407) 792-0018 – Phone



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**Cooperative Purchasing Professional Services Agreement  
General Terms and Conditions**

**EXHIBIT A**

**AGREEMENT FOR  
DISASTER DEBRIS MONITORING**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Thompson Consulting Services, LLC, a Delaware corporation authorized to do business in the State of Florida, whose address is 1135 Townpark Ave. Suite 2101, Lake Mary, FL, 32746, and whose Federal tax identification number is 45-2015453, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase Disaster Debris Monitoring Services from the Vendor in connection with "Disaster Debris Monitoring" (the "Purchase"); and,

**WHEREAS**, the County issued a solicitation, Request for Proposals No. RFP160625DKR on September 16, 2016; 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 Decision on November 28, 2016; and,

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

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

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Special Conditions and the Detailed Specifications Sections of RFP160256DKR, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of RFP 160256DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a two (2) year period. The County reserves the right to renew this Agreement for up to three (3) additional one (1) year periods, upon the mutual written agreement of both parties.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to RFP 160256DKR, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty 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, §218.70, et seq. F.S., 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 address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

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

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

#### **VI. LIABILITY OF VENDOR**

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

B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

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

**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 §119.0701, F.S., 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'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 in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

#### **IX. OWNERSHIP OF PRODUCTS**

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

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

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key 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 cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable 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 fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

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

### **XIII. DISPUTE RESOLUTION**

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

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

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

#### **XV. VENDOR WARRANTY**

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

#### **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- D. The 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.
- E. 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.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. 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: Jon Hoyle

Title: President

Address: 1135 Townpark Ave  
Suite 2101  
Lake Mary, FL 32746

Telephone: 407-792-0018

Facsimile: 407-878-7858

E-mail: jhoyle@thompsoncs.net

County's Representatives:

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

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order
  3. RFP 160256DKR
  4. Vendor's Submittal in Response to RFP 160256DKR

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

WITNESS:

Signed By: Lydia Pena  
Print Name: Lydia Pena

**Thompson Consulting Services, LLC**

Signed By: [Signature]  
Print Name: Jon Hoyle  
Title: President  
Date: 12/21/16

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 4/5/17

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: [Signature]  
Deputy Clerk



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

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

## EXHIBIT A SCOPE OF SERVICES

Ver 08/15/2016

### 38. 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.

Local Vendor Preference Ordinance has been waived for this solicitation and any and all references within are not applicable.

#### **§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must

## EXHIBIT A

### SCOPE OF SERVICES

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also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (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 CFR 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. The requirements of 40 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 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

End of Special Conditions

## EXHIBIT A SCOPE OF SERVICES

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### COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR RFP-160256/DKR DISASTER DEBRIS MONITORING FOR LEE COUNTY

#### 39. GENERAL SCOPE OF PROJECT

Services requested shall include but not be limited to providing debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities are to be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations

All work under this RFP shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200.317-326 and OMB Circular A-87 Revised, as applicable.

#### 40. DISADVANTAGED BUSINESS ENTERPRISE

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.

#### 41. PROJECT OBJECTIVE

- 41.1. In selecting a Proposer the County will place emphasis on the experience of the Proposer and its assigned personnel in providing products and/or services on projects of similar nature and size.
  - 41.1.1. Provide and maintain adequate staff to oversee and manage the projects;
  - 41.1.2. Successfully complete the project within the approved schedule;
  - 41.1.3. Comply with the contract documents and its general conditions.

#### 42. PROJECT TERM

Multi-year Renewals: The successful Proposer 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 two-year (2) 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 successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

## EXHIBIT A SCOPE OF SERVICES

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### 43. General Overview of Tasks:

The following debris monitoring activities are divided into pre and post event tasks. Pre-event tasks are to be provided as described below. Post-event tasks will be assigned at the direction of Lee County and are based on event severity and Lee County's need for services; not all tasks will be assigned for all events.

#### Pre-event

##### Overview:

The Contract provides assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems.

The Pre-event tasks are to be at no charge to the county.

##### Task 1 Information updates:

Within 30 days of contract execution and annually thereafter before June 1<sup>st</sup>:

- Provide for County approval a detailed debris monitoring training program, including dates of completion for each full time employee. Training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All temporary personnel supplied to Lee County under this agreement must be sufficiently trained according to this program.
- Provide annually (with training program), a list of key personnel and temporary service agencies that will be utilized during a Lee County disaster debris monitoring event.
- Provide and maintain current contact names for project director(s), Fax, cell phone numbers, and e-mail addresses.

##### Task 2 Workshops:

Participate in annual pre-hurricane workshops and/or planning meetings with Lee County, its municipal representatives, debris clean-up contractors, etc. to establish/review applicable policies and procedures for upcoming hurricane season.

##### Task 3 Training:

Conduct 1-2 day annual training on debris monitoring for county and municipal agencies.

#### Post-Event

##### Overview:

As a result of hurricane or other disaster, the Contractor provides assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies.

Contractor shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas.

Contractor shall supply supervisors as directed by the County to oversee crew leaders. The County, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required.

Contractor shall supply an initial work force of up to 24 monitors, as directed by the County, within 24 hours of notification to proceed.

## EXHIBIT A SCOPE OF SERVICES

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Contractor shall designate one monitor as a working crew leader for each crew of 6 monitors, including the crew leader. In the absence of a supervisor, the Crew leader will act as contact and be responsible for time sheets, assist County representative with scheduling of monitors and coordination of ticketing and load verifications.

Contractor shall remove any of its employees from Lee County's service, immediately upon notice from contract administrator or representative. Contractor shall replace any dismissed employees within 24 hours of the County's notice.

Contractor's employees shall not present themselves as Lee County employees and shall not direct or quote policy to the customers. Requests for information related to collection schedules and/or debris operations shall be referred to Lee County staff.

Where the Automated Debris Management System (ADMS) is used, the Contractor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to ensure that there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's data base or easily exported to excel for reconciliation.

### Post Event:

#### Task 1 Debris Estimations:

At the direction of Lee County, the contractor shall review County debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

#### Task 2 Collection Vehicle Certification:

As directed by Lee County the contractor shall perform initial vehicle certifications as well as follow up re-certifications as needed.

- Receive incoming collection vehicles at designated "certification site(s)"
- Measure collection vehicle capacity using FEMA approved method
- Calculations shall include all "deductions" for non-usable volumes such as, dog houses, sloped or rounded bulk heads and/or tailgates.
- Certifications must include separate calculations for sideboards if so equipped so as to be easily identified as a "deduct" at the disposal area in the event that these items are removed.
- Sideboards, tailgate type, and any other notable equipment must be indicated on the certification form
- All other required fields on the vehicle certification forms must be legibly completed
- Paper certification forms must be, at a minimum, completed in triplicate with the original copy maintained as record and provided to the County, the second copy is provided to the debris management contractor and the third copy is to be provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.
- Prepare certification "placard" decal for collection vehicles and apply as to be visible from the driver's side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.
- Photographic records of all certified vehicles shall be maintained, supplied to Lee County, and made available for inspection and review as needed.
- Certifications shall be maintained in a data base with real time updates to the field.
- A complete certification list shall be provided to each disposal site for reference.
- Copies of the certification forms and certified vehicle list shall be provided to Lee County and the debris collection contractor at a minimum daily when new certifications are added.

## EXHIBIT A SCOPE OF SERVICES

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- Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by Lee County and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring & management activities; e.g. available to view at collection & disposal sites.

### Task 3 Collection Monitoring:

As directed by Lee County the contractor shall perform work area inspections of storm debris collection – Work Areas are as directed by the Contract Administrator. The Contractor will provide trained, comprehensive field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes, including ADMS. These services may include any or all of the following:

- Debris monitoring of multifaceted debris collection activities in accordance with all FEMA and other Federal, State, & local debris management and collection rules, criteria, and guidelines.
- Issue and maintain a record of accurately detailed load tickets, in the field, for each fully loaded debris removal vehicle.
- "Tickets" must include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, and certified collection vehicle number. Other ticket fields shall be completed as indicated.
- Monitor the overall work performance and productivity of the debris collection vehicles. Make photographic records as appropriate.
- Remain in contact with the central dispatch/staging operations; provide detailed activity/progress reports daily or as requested.
- Verify load ticket content and sign (legibly) each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.
- Coordinate with each collection vehicle operator, that the assigned collection area is completed and specify the location where the vehicle is to return to, immediately following the delivery of its load to the disposal location.
- Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to Lee County.
- Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secure and confined within the vehicle prior to leaving the work area.
- Inspect work areas to identify and document larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervision as discovered.
- GPS coordinates will be provided by the contractor and used for all tree stumps and special collection items. FEMA stump removal or other special debris forms may be required to be completed by the contractor prior to scheduling collection. Items shall not be collected until authorized by Lee County or its representative.
- Identify potential collection issues and maintain a location list of these areas for review by the County and its debris management contractor as needed, but at a minimum, by the close of each day.
- Maintain a record or maps of the streets in which debris was previously collected for disposal. Maintain a complete record of all collection "passes" and provide to County or its debris management contractor as requested.
- Perform other related duties as directed by debris management operational office or designated County personnel.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods may be approved by Lee County prior to use.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

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- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.
- Contractor shall provide a sufficient amount of "spare" ADMS units to ensure that there are no upsets to the operations.

#### Task 4 Monitor Temporary Debris Management Sites (TDMS):

As directed by Lee County, contractor shall provide TDMS inspection and recording services related to debris collected and delivered to the TDMS, including but not limited to:

- Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.
- Maintain a copy of the collection vehicle certification log or database at each TDMS
- Verify each collection vehicle, delivering debris to the TDMS:
  - The certified placard information and the provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on placard
- Confirm that collection vehicles are properly tarped when arriving at the TDMS.
- If directed by the County, photograph each loaded vehicle bed and attach photograph to vehicle's load manifest/ticket or link with digital photographic records, as applicable.
- Review truck's manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket. Determine loaded volume at sites where scales are not in use.
- Sign or electronically sign, inbound load tickets before permitting truck to leave the TDMS check-in area to empty its load.
- Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.
- Maintain all debris tickets in an organized manner for daily reconciliation and storage.
- Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to County representative.
- Remain in contact with the central dispatch/staging operation command center. Notify County supervision immediately of any issues or potential issues.
- Perform other related duties as directed by County contract administrator, e.g. conduct routine and final inspections and issue closeout reports.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated area. Equivalent auditable electronic time keeping methods may be approved by Lee County prior to use.
- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

#### Task 5 Data Management:

As directed by Lee County, the contractor shall coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to County, its representative or Florida Department of Emergency Management (FDEM) and FEMA for use in Project Worksheet preparation.
- Implement and maintain an ADMS linking load ticket and TDMS information, including reconciliation and photographic documentation processes.

## EXHIBIT A SCOPE OF SERVICES

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- Provide daily, weekly or other periodic reports for County and/or municipal debris managers noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

Provide ADMS data daily, weekly, or as requested to County and its debris management contractor.

### Task 6 Other Technical/Administrative Assistance:

At the direction of the County, the contractor shall provide technical assistance related to post-event response, including but not limited to:

- Route mapping
- Traffic management
- TDMS review
- Baseline assessment
- Private property identification/negotiations

Contractor management and/or FEMA negotiation

### 41. REQUIRED PROPOSAL FORMAT AND RESPONSE INFORMATION

- 41.1. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 6. Place page numbers at the bottom of every page, excluding dividers. If any of the information provided by the Proposer is found to be, in the opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable this proposal may be rejected.
  - 41.1.1. **TAB 1: Experience:** Contractor must provide/detailed descriptions of its experience, with a minimum of three government/political subdivisions, for FEMA related storm debris monitoring services typical to events that impact Florida, including Counties, Cities, Townships, etc. with populations exceeding 100,000. Provide experience as listed under Criteria 1.
  - 41.1.2. **TAB 2: References:** Provide a minimum of three references for whom your firm has performed work within the past five years. Include project name, contact name, phone number and email address, summary and description of work performed. Provide as listed under Criteria 2.
  - 41.1.3. **TAB 3: Monitor Training Program:** Provide an annotated table of contents for monitoring training program
  - 41.1.4. **TAB 4: Personnel:** Provide a brief resume' of key employees to be assigned to the project. This component describes the general and specific project related capabilities of the Proposer's in-house staff and should demonstrate the depth of the Proposer's organization. Include management, technical, and support staff/on-site field staff. (Do not include clerical, part-time or sub-contractors as part of technical office staff.)
  - 41.1.5. **TAB 5: Staffing/Recruiting:** Please provide your staffing/recruiting procedures for acquiring adequate staffing to perform the described monitoring tasks. Provide this information as it relates to various stages during a disaster response. (First 24hrs, First week, etc.)
  - 41.1.6. **TAB 6: Data Management:** Describe the disaster debris monitoring system(s) used for data management; provide detail
  - 41.1.7. **TAB 7: Price Scoring:** (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score of 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. Score For example, the maximum score available for price is 20. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 20 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: \$ 150,000.00/ \$160,000.00 = .9375 .9375 x 20 = 18.75
  - 41.1.8. **TAB 8: Required Documents:** Forms, licenses, certifications, [www.Sunbiz.org](http://www.Sunbiz.org) print-out, Bid Bond, etc. (Tab 6 information not part of page count.)

### EVALUATION PROCESS AND CRITERIA

**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.

Position	Labor Rate Per Hour
Project Manager(s)*	\$95.00
Operation Manager(s)/Field Coordinator(s)*	\$65.00
Debris Monitor Supervisor(s)*	\$49.00
Debris Monitor(s) (Field/Staging/Crew Leaders(s))*	\$39.00
Data Entry(s)/ GIS Operator(s)*	\$28.00

\* Labor rates listed above apply in all cases except when superseded by other Federal requirements such as FHWA Emergency Relief Program or others as applicable.

## **EXHIBIT C**

### **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."

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **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.



LEE COUNTY  
SOUTHWEST FLORIDA

Advertise Date: Friday, September 16, 2016

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

**Request for Proposal (RFP) (Non-CCNA)**

Solicitation No.: RFP 160256/DKR  
Solicitation Name: Disaster Debris Monitoring for Lee County  
Open  
Date/Time: 10/19/2016 Time: 2:30 PM  
Location: Lee County Procurement Management  
1500 Monroe Street 4th Floor  
Fort Myers, FL 33901  
Procurement  
Contact: Donald Keith Raney Title Procurement Analyst  
Phone: (239) 533-8881 Email: draney@leegov.com  
Requesting  
Dept. Solid Waste

**Pre-Solicitation Meeting:**

Type: No meeting scheduled at this time  
Date/Time: N/A  
Location: N/A

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



**Notice to Proposer(s)**

**RFP#160256/DKR Disaster Debris Monitoring for Lee County**

**REQUEST FOR PROPOSAL (RFP NON-CCNA)**

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for  
Disaster Debris Monitoring for 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, Fort Myers, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

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

**2:30 PM Wednesday, October 19, 2016**

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

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

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

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

Donald Keith Raney [draney@LeeGov.com](mailto:draney@LeeGov.com)

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

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

## Terms and Conditions Request for Proposal

### 1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **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.
- 1.9. **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.
- 1.10. **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 Division Policy and Ordinances
  - 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 Manual
  - 3.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
  - 3.1.3. Florida Statutes 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. The envelope shall include:
- 4.2.1. One (1) original hard copy of the proposal submittal, manually signed by an authorized representative.
- 4.2.2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal
- 4.2.2.1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
- 4.2.2.2. Limit the color and number of images to avoid unmanageable file sizes.
- 4.2.2.3. Use a rewritable CD or flash drive and **do not lock files.**
- 4.3. **Submission Format:**
- 4.3.1. 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.
- 4.3.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
- 4.3.3. Proposal responses to the criteria should not exceed 15 pages. Attachments are not limited but should be concise.
- 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD or Flash drive.
- 4.3.5. Should not contain links to other Web pages.
- 4.4. **Preparation Cost:**
- 4.4.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
- 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
- 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
- 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

## 7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

## 8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the proposal is due**.

8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

## 9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or

manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

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

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

#### 11. ADDITIONS, REVISIONS AND DELETIONS

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

#### 12. NEGOTIATED ITEMS

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

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

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

#### 14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.

- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

15. CONFLICT OF INTEREST

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

And:

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

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

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

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, that furnishing services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap 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, handicap or marital status.

- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 20. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

- 20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

## 21. SUB-PROPOSER/CONSULTANT

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

## 22. RFP - PROJECT GUIDELINES

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

## 23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 ("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").
- 23.2. **Evaluation Meeting(s):**
  - 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.

- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
- 23.2.3. 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.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending.)

#### 24. RFP – TIEBREAKER

- 24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
  - 24.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup> place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup> rank, will be counted until the tie is broken.
  - 24.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
  - 24.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, Florida Statutes, shall be deemed the first ranked proposer.
  - 24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

#### 25. RFP – SELECTION PROCEDURE

- 25.1. The selection will be made in accordance with Lee County Procurement Policy. Some of all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 25.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 25.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 25.4. The Procurement Management Director reserves the right to exercise their discretion to:
  - 25.4.1. Make award(s) to one or multiple proposers.
  - 25.4.2. Waive minor informalities in any response;
  - 25.4.3. Reject any and all proposals with or without cause;
  - 25.4.4. Accept the response that in its judgment will be in the best interest of Lee County

#### 26. PRESENTATION/INTERVIEW PROCESS (if applicable)

- 26.1. **Formal Interview Evaluation Criteria:**
  - 26.1.1. Overall impression of each Proposer's key Project Team members, i.e. Project Manager, Project Superintendent, Project Executive, Cost Estimator, etc.
  - 26.1.2. Methodology presented to assure success.
  - 26.1.3. Ability of Project Team to express confidence in the ability of the Proposer to complete the project within the time and cost budgeted.
  - 26.1.4. Ability of Project Team to communicate during the interview process.
  - 26.1.5. The Project Team's ability to effectively answer questions and problem solve in the meeting.

26.2. **Overall impression of the Proposer's Project Team. Presentation/Interview Format:**

26.2.1. The Proposers selected to be interviewed, in a Presentation/Question and Answer format, will be notified by the County. Each Proposer selected for further consideration shall be notified and informed of a place and time for the interview session. All members of the Selection Committee will be present during the formal interview.

26.3. **Issues to Address at Presentation/Interview:**

26.3.1. The intent of the formal interview process is to provide the Selection Committee with in-depth information from the Proposer in order to make a final selection of the best-suited Proposer for the contract. Proposers should consider their detailed plan for managing the cost, schedule and quality of the project, and any unique characteristics or services the Proposer offers.

26.3.2. Key personnel that should be present at the interview, as a minimum, shall include the Project Superintendent, Project Manager, Project Executive, and Cost Estimator.

26.4. **Final Selection:**

26.4.1. Candidates interviewed will be ranked, with the highest ranked Proposer selected to enter into contract negotiations. As a result of the interviews, the County will then attempt to negotiate a contract with the highest-ranked Proposer. If negotiations are not successful with the highest-ranked Proposer, the County will then negotiate with the second-ranked Proposer, and so on.

27. RFP – EVALUATION/ SELECTION COMMITTEE

27.1. The selection of Proposer(s) shall be by a Selection Committee consisting of five (5) staff representatives, as a minimum, from the appropriate County Departments as approved by the Procurement Management Director or designee.

27.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project. If applicable, the Selection Committee may chose to short-list Proposers/Firms to be interviewed to determine final selection.

28. WITHDRAWAL OF PROPOSAL

28.1. 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.

28.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.

28.3. 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:

28.3.1. The proposer acted in good faith in submitting the proposal,

28.3.2. 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,

28.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and

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

29. PROTEST RIGHTS

29.1. Any proposer 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.

29.2. "Decisions" are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. ([www.leegov.com/procurement](http://www.leegov.com/procurement))

- 29.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 29.4. In order to preserve your right to protest, you must file a written **"Notice Of Intent To File A Protest" with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision** affecting your rights is posted on the Lee County website.
  - 29.4.1. The notice must clearly state the basis and reasons for the protest.
  - 29.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 29.5. To secure your right to protest you will also be required to post a **"Protest Bond"** and **file a written "Formal Protest"** document **within 10 calendar days** after the date of *"Notice of Intent to File a Protest"* is received by the Procurement Management Director.
- 29.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

### 30. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 30.1. 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.

### 31. CONTRACT ADMINISTRATION

- 31.1. **Designated Contact:**
  - 31.1.1. 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.
  - 31.1.2. 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.
- 31.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
  - 31.2.1. 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 agreement of both parties.**
  - 31.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 31.3. **RFP – Basis of Award:**
  - 31.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 31.4. **Agreements/Contracts:**
  - 31.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 31.5. **Records:**
  - 31.5.1. 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.
  - 31.5.2. 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.
  - 31.5.3. 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>.**

31.5.4. **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.

**31.6. Termination:**

31.6.1. 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.

31.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)

31.6.3. 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.

**32. WAIVER OF CLAIMS**

32.1. 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.

**33. LEE COUNTY PAYMENT PROCEDURES**

33.1. All vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**

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

33.3. 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.

33.4. 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.

**34. MATERIAL SAFETY DATA SHEETS (MSDS) (if applicable)**

34.1. In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

**35. DEBRIS DISPOSAL (if applicable)**

- 35.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

36. SHIPPING (if applicable)

- 36.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 36.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

37. INSURANCE (AS APPLICABLE)

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



## Major Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL)
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit

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

**Verification of Coverage:**

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

- a. The certificate holder shall read as follows:

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

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

**Special Requirements:**

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

End of Insurance

### 38. 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.

Local Vendor Preference Ordinance has been waived for this solicitation and any and all references within are not applicable.

#### **§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must

also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (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 CFR 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. The requirements of 40 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 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

End of Special Conditions

**COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
RFP-160256/DKR  
DISASTER DEBRIS MONITORING FOR LEE COUNTY**

**39. GENERAL SCOPE OF PROJECT**

Services requested shall include but not be limited to providing debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities are to be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations

All work under this RFP shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200.317-326 and OMB Circular A-87 Revised, as applicable.

**40. DISADVANTAGED BUSINESS ENTERPRISE**

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.

**41. PROJECT OBJECTIVE**

41.1. In selecting a Proposer the County will place emphasis on the experience of the Proposer and its assigned personnel in providing products and/or services on projects of similar nature and size.

41.1.1. Provide and maintain adequate staff to oversee and manage the projects;

41.1.2. Successfully complete the project within the approved schedule;

41.1.3. Comply with the contract documents and its general conditions.

**42. PROJECT TERM**

Multi-year Renewals: The successful Proposer 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 two-year (2) 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 successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

#### 43. General Overview of Tasks:

The following debris monitoring activities are divided into pre and post event tasks. Pre-event tasks are to be provided as described below. Post-event tasks will be assigned at the direction of Lee County and are based on event severity and Lee County's need for services; not all tasks will be assigned for all events.

#### Pre-event

##### Overview:

The Contract provides assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems.

The Pre-event tasks are to be at no charge to the county.

##### Task 1 Information updates:

Within 30 days of contract execution and annually thereafter before June 1<sup>st</sup>:

- Provide for County approval a detailed debris monitoring training program, including dates of completion for each full time employee. Training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All temporary personnel supplied to Lee County under this agreement must be sufficiently trained according to this program.
- Provide annually (with training program), a list of key personnel and temporary service agencies that will be utilized during a Lee County disaster debris monitoring event.
- Provide and maintain current contact names for project director(s), Fax, cell phone numbers, and e-mail addresses.

##### Task 2 Workshops:

Participate in annual pre-hurricane workshops and/or planning meetings with Lee County, its municipal representatives, debris clean-up contractors, etc. to establish/review applicable policies and procedures for upcoming hurricane season.

##### Task 3 Training:

Conduct 1-2 day annual training on debris monitoring for county and municipal agencies.

#### Post-Event

##### Overview:

As a result of hurricane or other disaster, the Contractor provides assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies.

Contractor shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas.

Contractor shall supply supervisors as directed by the County to oversee crew leaders. The County, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required.

Contractor shall supply an initial work force of up to 24 monitors, as directed by the County, within 24 hours of notification to proceed.

Contractor shall designate one monitor as a working crew leader for each crew of 6 monitors, including the crew leader. In the absence of a supervisor, the Crew leader will act as contact and be responsible for time sheets, assist County representative with scheduling of monitors and coordination of ticketing and load verifications.

Contractor shall remove any of its employees from Lee County's service, immediately upon notice from contract administrator or representative. Contractor shall replace any dismissed employees within 24 hours of the County's notice.

Contractor's employees shall not present themselves as Lee County employees and shall not direct or quote policy to the customers. Requests for information related to collection schedules and/or debris operations shall be referred to Lee County staff.

Where the Automated Debris Management System (ADMS) is used, the Contractor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to ensure that there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's data base or easily exported to excel for reconciliation.

#### Post Event:

##### Task 1 Debris Estimations:

At the direction of Lee County, the contractor shall review County debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

##### Task 2 Collection Vehicle Certification:

As directed by Lee County the contractor shall perform initial vehicle certifications as well as follow up re-certifications as needed.

- Receive incoming collection vehicles at designated "certification site(s)"
- Measure collection vehicle capacity using FEMA approved method
- Calculations shall include all "deductions" for non-usable volumes such as, dog houses, sloped or rounded bulk heads and/or tailgates.
- Certifications must include separate calculations for sideboards if so equipped so as to be easily identified as a "deduct" at the disposal area in the event that these items are removed.
- Sideboards, tailgate type, and any other notable equipment must be indicated on the certification form
- All other required fields on the vehicle certification forms must be legibly completed
- Paper certification forms must be, at a minimum, completed in triplicate with the original copy maintained as record and provided to the County, the second copy is provided to the debris management contractor and the third copy is to be provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.
- Prepare certification "placard" decal for collection vehicles and apply as to be visible from the driver's side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.
- Photographic records of all certified vehicles shall be maintained, supplied to Lee County, and made available for inspection and review as needed.
- Certifications shall be maintained in a data base with real time updates to the field.
- A complete certification list shall be provided to each disposal site for reference.
- Copies of the certification forms and certified vehicle list shall be provided to Lee County and the debris collection contractor at a minimum daily when new certifications are added.

- Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by Lee County and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring & management activities; e.g. available to view at collection & disposal sites.

### Task 3 Collection Monitoring:

As directed by Lee County the contractor shall perform work area inspections of storm debris collection – Work Areas are as directed by the Contract Administrator. The Contractor will provide trained, comprehensive field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes, including ADMS. These services may include any or all of the following:

- Debris monitoring of multifaceted debris collection activities in accordance with all FEMA and other Federal, State, & local debris management and collection rules, criteria, and guidelines.
- Issue and maintain a record of accurately detailed load tickets, in the field, for each fully loaded debris removal vehicle.
- “Tickets” must include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, and certified collection vehicle number. Other ticket fields shall be completed as indicated.
- Monitor the overall work performance and productivity of the debris collection vehicles. Make photographic records as appropriate.
- Remain in contact with the central dispatch/staging operations; provide detailed activity/progress reports daily or as requested.
- Verify load ticket content and sign (legibly) each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.
- Coordinate with each collection vehicle operator, that the assigned collection area is completed and specify the location where the vehicle is to return to, immediately following the delivery of its load to the disposal location.
- Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to Lee County.
- Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secure and confined within the vehicle prior to leaving the work area.
- Inspect work areas to identify and document larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervision as discovered.
- GPS coordinates will be provided by the contractor and used for all tree stumps and special collection items. FEMA stump removal or other special debris forms may be required to be completed by the contractor prior to scheduling collection. Items shall not be collected until authorized by Lee County or its representative.
- Identify potential collection issues and maintain a location list of these areas for review by the County and its debris management contractor as needed, but at a minimum, by the close of each day.
- Maintain a record or maps of the streets in which debris was previously collected for disposal. Maintain a complete record of all collection “passes” and provide to County or its debris management contractor as requested.
- Perform other related duties as directed by debris management operational office or designated County personnel.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods may be approved by Lee County prior to use.

- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.
- Contractor shall provide a sufficient amount of “spare” ADMS units to ensure that there are no upsets to the operations.

Task 4 Monitor Temporary Debris Management Sites (TDMS):

As directed by Lee County, contractor shall provide TDMS inspection and recording services related to debris collected and delivered to the TDMS, including but not limited to:

- Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.
- Maintain a copy of the collection vehicle certification log or database at each TDMS
- Verify each collection vehicle, delivering debris to the TDMS:
  - The certified placard information and the provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on placard
- Confirm that collection vehicles are properly tarped when arriving at the TDMS.
- If directed by the County, photograph each loaded vehicle bed and attach photograph to vehicle’s load manifest/ticket or link with digital photographic records, as applicable.
- Review truck’s manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket. Determine loaded volume at sites where scales are not in use.
- Sign or electronically sign, inbound load tickets before permitting truck to leave the TDMS check-in area to empty its load.
- Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.
- Maintain all debris tickets in an organized manner for daily reconciliation and storage.
- Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to County representative.
- Remain in contact with the central dispatch/staging operation command center. Notify County supervision immediately of any issues or potential issues.
- Perform other related duties as directed by County contract administrator, e.g. conduct routine and final inspections and issue closeout reports.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated area. Equivalent auditable electronic time keeping methods may be approved by Lee County prior to use.
- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

Task 5 Data Management:

As directed by Lee County, the contractor shall coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to County, its representative or Florida Department of Emergency Management (FDEM) and FEMA for use in Project Worksheet preparation.
- Implement and maintain an ADMS linking load ticket and TDMS information, including reconciliation and photographic documentation processes.

- Provide daily, weekly or other periodic reports for County and/or municipal debris managers noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

Provide ADMS data daily, weekly, or as requested to County and its debris management contractor.

Task 6 Other Technical/Administrative Assistance:

At the direction of the County, the contractor shall provide technical assistance related to post-event response, including but not limited to:

- Route mapping
- Traffic management
- TDMS review
- Baseline assessment
- Private property identification/negotiations

Contractor management and/or FEMA negotiation

**41. REQUIRED PROPOSAL FORMAT AND RESPONSE INFORMATION**

- 41.1. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 6. Place page numbers at the bottom of every page, excluding dividers. If any of the information provided by the Proposer is found to be, in the opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable this proposal may be rejected.
- 41.1.1. **TAB 1: Experience:** Contractor must provide/detailed descriptions of its experience, with a minimum of three government/political subdivisions, for FEMA related storm debris monitoring services typical to events that impact Florida, including Counties, Cities, Townships, etc. with populations exceeding 100,000. Provide experience as listed under Criteria 1.
- 41.1.2. **TAB 2: References:** Provide a minimum of three references for whom your firm has performed work within the past five years. Include project name, contact name, phone number and email address, summary and description of work performed. Provide as listed under Criteria 2.
- 41.1.3. **TAB 3: Monitor Training Program:** Provide an annotated table of contents for monitoring training program
- 41.1.4. **TAB 4: Personnel:** Provide a brief resume' of key employees to be assigned to the project. This component describes the general and specific project related capabilities of the Proposer's in-house staff and should demonstrate the depth of the Proposer's organization. Include management, technical, and support staff/on-site field staff. (Do not include clerical, part-time or sub-contractors as part of technical office staff.)
- 41.1.5. **TAB 5: Staffing/Recruiting:** Please provide your staffing/recruiting procedures for acquiring adequate staffing to perform the described monitoring tasks. Provide this information as it relates to various stages during a disaster response. (First 24hrs, First week, etc.)
- 41.1.6. **TAB 6: Data Management:** Describe the disaster debris monitoring system(s) used for data management; provide detail
- 41.1.7. **TAB 7: Price Scoring:** (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score of 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. Score For example, the maximum score available for price is 20. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 20 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: \$ 150,000.00/ \$160,000.00 = .9375 .9375 x 20 = 18.75
- 41.1.8. **TAB 8: Required Documents:** Forms, licenses, certifications, [www.Sunbiz.org](http://www.Sunbiz.org) print-out, Bid Bond, etc. (Tab 6 information not part of page count.)

**EVALUATION PROCESS AND CRITERIA**

Those firms deemed to meet all minimum qualifications will be scored based upon established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each firm, and the firms will be rank ordered, based upon the firms submitted qualifications. The top three (3) highest scoring firms may be short listed to move forward with interviews/presentations. The shortlisted firm(s) offering the best interview, in the opinion of the County, will be awarded a contract. If an interview and/or presentation are requested, the Lead Project manager and key staff must be present. Video teleconferencing will be made available, if needed.

The County reserves the right to invite firms outside the top three highest scoring to move forward should the selection committee see that doing so is in the best interest of the County.

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.

The following criteria are listed in random order, not in order of importance.

Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria:

**Criteria 1: Experience (Maximum Points Available: 25)**

Contractor must provide/detailed descriptions of its experience, with a minimum of three government/political subdivisions, for FEMA related storm debris monitoring services typical to events that impact Florida, including Counties, Cities, Townships, etc. with populations exceeding 100,000. Descriptions will include the following:

- a) The number of monitors provided per week
- b) Type and duration of event
- c) The number of truck certifications performed
- d) The estimated volume of debris collections directly monitored
- e) The number of temporary debris management sites staffed
- f) The type of ticketing and record keeping system used; e.g. paper or ADMS.
- g) The total dollar value of contract for services provided.

**Criteria 2: References (Maximum Points Available: 5)**

Provide a minimum of three references for whom your firm has performed work within the past five years. Include project name, contact name, phone number and email address, summary and description of work performed.

Project Reference information provided should include:

- Project name, owner
- Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)

- Costs Length of contract term , including start date and finish of project, summary of work performed, a short description of services performed

**Criteria 3: Monitor Training Program (Maximum Points Available: 20)**

Provide an annotated table of contents for monitoring training program.

**Criteria 4: Personnel (Maximum Points Available: 10)**

Provide the number of full time staff, titles, experience, qualifications and educational background for the principal staff responsible for the Lee County account at the time of submittal.

**Criteria 5: Staffing/Recruiting (Maximum Points Available: 10)**

Please provide your staffing/recruiting procedures for acquiring adequate staffing to perform the described monitoring tasks. Provide this information as it relates to various stages during a disaster response. (First 24hrs, First week, etc.)

**Criteria 6: Data Management (Maximum Points Available: 20)**

Describe the disaster debris monitoring system(s) used for data management; provide detail for:

- a) Experience operating under the Davis Bacon Act and how it applies to monitoring operations.
- b) Type of data collection & management system(s) used for previous events
- c) Staff scheduling and labor hour tracking system
- d) Communications system used for field staff

**Criteria 7: Cost (Maximum Points Available: 20)**

The Proposer with the lowest Price Proposal will be awarded the maximum score of 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. Score For example, the maximum score available for price is 21. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 21 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows:  $\$150,000.00 / \$160,000.00 = .9375$   $.9375 \times 21 = 19.68$ .

**COMPENSATION, PAYMENT, and FINANCIAL CONSEQUENCES**

Payment shall be made only after receipt and approval of time and services as outlined in the deliverables section above. Upon delivery, receipt and acceptance of each of the above deliverables, the vendor shall submit an invoice to Lee County for that deliverable.

Any deliverable not received, accepted and approved by Lee County will result in a reduction of the cost for that deliverable. Invoices shall be submitted in detail sufficient for payment.

In the event the Vendor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this agreement, Lee County shall, upon fifteen (15) calendar days written notice to the Vendor and upon the Vendor'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 Vendor 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 limited to:

- Requesting additional information from the Vendor 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 Vendor to suspend, discontinue, or refrain from incurring costs for any activities in question;
- Or requiring the Vendor to reimburse Lee County for the amount of costs incurred for any items determined to be ineligible.

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

#### DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for Lee County Solid Waste. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

#### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

#### 42. RFP SUBMISSION SCHEDULE

<b>Submission Description</b>	<b>Date(s)</b>	<b>Time</b>
Advertise Request for Proposal (RFP)	Friday, September 16, 2016	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, October 19, 2016	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	TBD *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Commission Meeting	TBD	

End of Section

## REQUIRED FORMS

### REQUEST FOR PROPOSAL (NON-CCNA)

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. *Note:* If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

1	<b><i>Solicitation Response Form</i></b>
---	--

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

1a	<b><i>Proposal Form</i></b>
----	-----------------------------

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

1b	<b><i>Business Relationship Disclosure Requirement (if Applicable)</i></b>
----	--

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. 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 request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), 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 \$5,000.00.

2	<b><i>Affidavit Certification Immigration Laws</i></b>
---	--

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

3	<b><i>Reference Survey</i></b>
---	--------------------------------

Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

1. **Section 1:** Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the proposer's information.)
2. **Section 2:** Enter the name of the Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete "**Section 3**" and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** must be returned.
6. Responses are due:
  - CCNA and other Committee evaluated proposals: All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.
7. 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.

**5 Affidavit Principal Place of Business NOT APPLICABLE TO THIS PROJECT**

Certifies proposer's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

**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 a 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 Trench Safety (Required for Construction Projects Only)**

Self explanatory.

**9 Bid Bond (if applicable)**

Self explanatory

**Proposal Label (Required)**

Self explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope MUST be sealed and marked with:

- ✓ Solicitation Number
- ✓ Opening Date and/or Receiving Date
- ✓ Mailing Address:  
Lee County Procurement Management Division  
1500 Monroe Street, 4<sup>th</sup> Floor Fort Myers, FL 33901

*Include any licenses or certifications requested (if applicable)*

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.)

## Form 1 – Solicitation Response Form



**LEE COUNTY**  
SOUTHWEST FLORIDA

**LEE COUNTY PROCUREMENT MANAGEMENT**  
**SOLICITATION RESPONSE FORM**

Date Submitted: \_\_\_\_\_ Deadline Date: 10/19/2016

SOLICITATION IDENTIFICATION: RFP160256DKR

SOLICITATION NAME: Disaster Debris Monitoring for Lee County

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

☐ SAME AS PHYSICAL \_\_\_\_\_

**ADDRESS MUST MATCH SUNBIZ.ORG** \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ 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. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

Tax Payer Identification Number: \_\_\_\_\_

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

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

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

1 **Collusion Statement:** Lee County, Fort Myers, 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, Florida Statutes, 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, Florida Statutes.

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, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**Form#1 – Solicitation Form, Page 2**

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes 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), Florida Statutes (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
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. Attach separate page if necessary.
- 6 Are there any modifications to the solicitation or specifications? \_\_\_\_ Yes \_\_\_\_ No
- Modifications:

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

\_\_\_\_\_  
Company Name (Name printed or typed)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

\_\_\_\_\_  
Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

\_\_\_\_\_  
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.

**Detail by Entity Name****Florida Profit Corporation**

Bill's Widget Corporation

**Filing Information**

Document Number 855555  
FSE/EIN Number 5111111111  
Date Filed 09/22/1980  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATED ARTICLES  
Event Date Filed 07/25/2006  
Event Effective Date NONE

**Principal Address**

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

**Mailing Address**

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

**Registered Agent Name & Address**

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

**Officer/Director Detail****Name & Address****Title P**

President, First  
555 AVENUE  
Anytown, USA99999

**Title V**

President, Second  
555 AVENUE  
Anytown, USA99999



**LEE COUNTY**  
SOUTHWEST FLORIDA

Lee County Procurement Management  
**PROPOSAL FORM**

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

Solicitation # RFP160256DKR Solicitation Name Disaster Debris Monitoring for Lee County

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications.

**Term Multi-year and Renewals**

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a two year, (2) year or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

The following labor hours are provided as a scenario for evaluation purposes only.

All labor rates are to be fully burdened to include but not limited to, overtime, all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates. 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 approved ADMS.

Provide per hour costs by position based on weekly hours as provided below and calculate the extended costs were shown.

POSITION	WEEKLY HOURS	COST PER HOUR	TOTAL WEEKLY COST PER POSITION
Project Manager(s)**	60		
Operations Manager(s)/ Field Coordinator(s)**	70		
Debris Monitor Supervisor(s)**	84		
Debris Monitor(s)(Field/Staging/Crew Leader(s))**	6300		
Data Entry(s) / GIS Operator(s)**	50		
<b>Total Weekly Cost</b>			

\*Contract rates listed above apply in all cases except when superseded by other Federal requirements such as FHWA Emergency Relief Program or others as applicable.

\*\* Positions and weekly hours listed above are part of the scenario based cost criteria. The weekly hours are provided as a scenario for evaluation purposes only. Cost Per Hour per Position shall be part of the final agreement. It is upon the proposer to make sure all costs are included in the Cost Per Hour per Position.

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications?

YES \_\_\_\_\_ NO \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the County.

MODIFICATIONS:

Bidder will submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.

Form 2 – Affidavit Certification of Immigration Laws



**LEE COUNTY**  
SOUTHWEST FLORIDA

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP160256DKR SOLICITATION NAME: Disaster Debris Monitoring for Lee County

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

LEE COUNTY MAY CONSIDER 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: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

## Form 3 Reference Survey

## Lee County Procurement Management



**LEE COUNTY**  
SOUTHWEST FLORIDA

**REFERENCE SURVEY**

Solicitation # RFP 160256DKR

## Disaster Debris Monitoring for Lee County

<b>Section 1</b> Reference Respondent Information		Please return completed form to:	
FROM: _____		BUYER: Donald Keith Raney	
COMPANY: _____		DATE: 10/19/2016	
PHONE #: _____		TOTAL # PAGES: 1	
FAX #: _____		PHONE #: 239-533-8881 FAX #: 239-485-8383	
EMAIL: _____		BUYER EMAIL: <a href="mailto:draney@leegov.com">draney@leegov.com</a>	
<b>Section 2</b> Enter Proposer Information/Project Information, if applicable (Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: _____		Project Address: _____	
Reference Project Name: _____		Project Cost: _____	Sq. Ft. _____
Summarize Scope:     			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
<b>Section 3</b>			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			
2. Were any problems encountered with the company's work performance?			
3. Were any change orders or contract amendments issued, other than owner initiated?			
4. Was the job completed on time?			
5. Was the job completed within budget?			
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			
7. If the opportunity were to present itself, would you rehire this company?			
8. Please provide any additional comments pertinent to this company and the work performed for you:			
<b>Section 4</b>			

Reference Name (Print Name) \_\_\_\_\_

Please submit non-Lee County employees as references

Reference Signature \_\_\_\_\_



# 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:** \_\_\_\_\_

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>

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: \_\_\_\_\_ Of \_\_\_\_\_ 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.

## Form 5 - Affidavit Principal Place of Business



**LEE COUNTY**  
SOUTHWEST FLORIDA

**NOT APPLICABLE TO THIS PROJECT**  
**AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

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

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

Printed name of authorized signer \_\_\_\_\_

Title \_\_\_\_\_

⇒

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

The signer of this Affidavit guarantees, 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 \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_

who has produced

\_\_\_\_\_ as identification (or personally known)

Type of ID and number \_\_\_\_\_

⇒

Notary Public Signature \_\_\_\_\_

Notary Commission Number and expiration \_\_\_\_\_

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

\_\_\_\_\_ Lee County

\_\_\_\_\_ Collier County

\_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years \_\_\_\_\_ Yes\* \_\_\_\_\_ No

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

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) \_\_\_\_\_

6. Number of available employees for this contract \_\_\_\_\_

## Form 6-Sub-contractor List

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

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.

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

1. This sworn statement is submitted to \_\_\_\_\_  
 \_\_\_\_\_  
 (Print name of the public entity)
- by \_\_\_\_\_  
 \_\_\_\_\_  
 (Print individual's name and title)
- for \_\_\_\_\_  
 \_\_\_\_\_  
 (Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime:  
or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

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

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

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

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

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

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**Form#8: Trench Safety (Required for Construction Projects Only)****TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

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

\_\_\_\_\_  
(Company Name)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)

\_\_\_\_\_  
(name of notary typed, printed or stamped)

\_\_\_\_\_  
(title or rank)

My commission expires:

\_\_\_\_\_  
(serial number, if any)

## Form 9: Bid Bond

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and  
(BIDDER'S Name)

\_\_\_\_\_ a Corporation licensed to do  
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,  
in the SUM OF \_\_\_\_\_

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

\_\_\_\_\_  
(Principal) (SEAL)

(By) \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Witness as to Surety:

\_\_\_\_\_  
(Surety's Name) (SEAL)

\_\_\_\_\_  
(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

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

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION NO.:	RFP 160256DKR
SOLICITATION TITLE:	<b>Disaster Debris Monitoring for Lee County</b>
DATE DUE:	<b>Wednesday, October 19, 2016</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



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

**PLEASE PRINT CLEARLY**



Lee County Procurement Management  
1500 Monroe St, 4th Floor  
Fort Myers, FL 33901

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John E. Manning  
District One

Cecil L. Pendergrass  
District Two

Larry Kiker  
District Three

Brian Hamman  
District Four

Frank Mann  
District Five

Roger Desjarlais  
County Manager

Richard Wm. Wesch  
County Attorney

Donna Marie Collins  
Hearing Examiner

DATE September 28, 2016  
SOLICITATION NO.: RFP 160256DKR

SUBJECT: ADDENDUM NUMBER 1

REFERENCE: Disaster Debris Monitoring for Lee County

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

1.	On page 23 section 41. Required Proposal Format and Response Information: There is no mention of the total page count originally referred to on page 4. Is the total page count 15 pages (excluding required documents)?
Answer	<b>The 15 page proposal limitation refers to the total page count for criteria tabs 1-4; not including section cover page/tab sheet.</b>
2.	It states that "All other information that is undesignated shall be included in Tab 6". Tab 6 is listed as Data Management. Is this correct or should it be included under a different tab?
Answer	<b>Provide other information, not designated in the proposal tabs as attachments under a separate tab labeled "Attachments"</b>
3.	Under the "Tab 8" section it reads "Tab 6 information not part of page count". Does Tab 6 not count against the page count or is it referring to Tab 8 where it was listed?
Answer	<b>Tab 6 does not count against the total proposal page count but should be a concise description of the data management system criteria requested for Tab 6 on page 25.</b>
4.	Under Tab 4, it requests "brief resumes" for key employees. Do these resumes count towards the 15 page max or should they be included as required documents?
Answer	<b>Resumes are included in the total proposal page count (15 pages).</b>

---

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

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



Donald Keith Raney, Procurement Analyst  
Lee County Procurement Management



Lee County Procurement Management  
1500 Monroe St, 4th Floor  
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Donna Marie Collins  
Hearing Examiner

DATE October 12, 2016  
SOLICITATION NO.: RFP 160256DKR

SUBJECT: ADDENDUM NUMBER 2

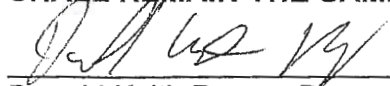
REFERENCE: Disaster Debris Monitoring for Lee County

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

1.	Could you please clarify if a bid bond is required with the solicitation response for RFP #160256DKR for Disaster Debris Monitoring, and if so in what amount does the County require the bond? I see where County has include a Bid Bond Form and a reference to the Bid Bond on page 23, Item 41.1.8 and page 28 items 9, but did not see any other specifications.
<b>Answer</b>	<b>No Bid Bond is not needed for this solicitation.</b>
2	Per page 28 of the RFP, 9. Bid Bond states that a bid bond is required, if applicable. However, there is nowhere stated that it is required, except for a blank form with no amount listed. Could the County please clarify whether if the bid bond is required, and if so, what is the amount of the bid bond?
<b>Answer</b>	<b>No Bid Bond is not needed for this solicitation.</b>
3	The County has provided a rate sheet on page 32 of the RFP with five positions listed. May proposers add additional positions on a separate sheet? These would be limited to positions necessary to fulfill the scope of work provided in the RFP.
<b>Answer</b>	<b>No, the proposal form will be taken into consideration of award.</b>
4	The RFP states on page 4 that: "Proposal responses to the criteria should not exceed 15 pages." The criteria includes the following items: Three to six project descriptions, references, training program, resumes for senior and project management staff, detailed description of monitoring and data management services, among others. The 15-page limitation that the County has set is not a sufficient number of pages to adequately satisfy the requirements ("Criteria") listed in the RFP. Would the County please consider removing the 15-page limitation so that proposers may address each of the 7 criteria and scope tasks with completeness and appropriate level of detail?
<b>Answer</b>	<b>Page Count breakdown given on Addendum 1</b>

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

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



Donald Keith Raney, Procurement Analyst  
Lee County Procurement Management