



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

November 16, 2022
9:00 a.m.

If you plan to address the City Council, please complete a “Public Comment Card” located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 4:00 p.m. on November 15, 2022.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items
8. Proclamations and Presentations:
 - A. Presentation to Deputy Mayor Mike Gibson and Council Member Amy Quaremba for their many years of service and outstanding commitment to the City of Bonita Springs

9. Consent Agenda:

- A. Approve the November 2, 2022 City Council Meeting Minutes
- B. Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement. (Green Sheet No. 22-11-179)
- C. Adopt a resolution declaring one seat of the Outreach Committee as vacant. (Green Sheet No. 22-11-180)
- D. Approve Resolution for the final budget amendment for fiscal year 2021-2022 (Green Sheet No. 22-11-181)
- E. Approve agreements for five (5) non-profit organizations to participate in the City's Food Insecurity Program utilizing Community Development Block Grant – COVID funds (Green Sheet No. 22-11-182)
- F. Ratify two resolutions executed by the Mayor extending the Local State of Emergency due to Hurricane Ian (Green Sheet No. 22-11-183)
- G. Ratify contract renewal for Crowder Gulf Disaster Recovery & Debris Management for debris removal services. (Green Sheet No. 22-11-184)
- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

11. City Attorney's Items:

12. City Manager's Items:

- A. Authorize staff to submit two (2) Local Mitigation Strategy projects – Acquisition and Elevation - to Lee County Emergency Management Division for ranking to submit grant applications for the FEMA funded Hazard Mitigation Grant Program (HMGP) based on the impacts from Hurricane Ian. (Green Sheet No. 22-11-185)
- B. Update on Hurricane Ian Recovery

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING MINUTES

November 2, 2022

5:30 p.m.

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

Pastor Mike Cosner with Oak River Church furnished the invocation.

3. Pledge of Allegiance

Mayor Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

Mayor and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items: None

8. Zoning and Land Use Items:

- A. (Public Hearing) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION TO RE-ESTABLISH A CAR WASH, ON PROPERTY LOCATED IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT, PURSUANT TO LDC 4-891; LOCATED AT 8801 WEST TERRY STREET, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-11-168)

City Attorney Derek Rooney read the title block into the record. Mike Fiigon, Community Development, provided an overview of the request.

Mayor Steinmeyer motioned approval of the Zoning Resolution; Council Member Amy Quaremba seconded.

No public comments were made.

The motioned carried unanimously. **ADOPTED ZONING RESOLUTION NO. 22-04**

9. Consent Agenda:

Council Member Laura Carr motioned approval of the Consent Agenda; Council Member Mike Gibson seconded; and the motion carried unanimously.

- A. Approve the October 19, 2022, City Council Meeting Minutes
- B. Approve a purchase agreement with a property owner in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program. (Green Sheet No. 22-11-169)
- C. Approve Supplemental Task Agreement (STA) #6 with Johnson Engineering, Inc. to provide water quality sampling and flow measurement services for Pine Lake Preserve (Green Sheet No. 22-11-170)
- D. Request approval of a special event permit and road closure for the annual Holiday in the Park at Riverside Park on Tuesday, December 6, 2022. (Green Sheet No. 22-11-173)
- E. Authorize the Mayor to execute the Public Assistance Funding and Grant Agreement with Florida Division of Emergency Management (FDEM) for recovery from Hurricane Ian (DR-4673). (Green Sheet No. 22-11-175)
- F. Ratify the State of Emergency resolutions executed by the Mayor extending the Local State of Emergency due to Hurricane Ian (Green Sheet No. 22-11-176)
 - Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items: No items.

11. Public Hearing:

- A. Second Reading and Public Hearing: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, REVISING SECTION 7.02, COMPENSATION PLAN OF THE ADMINISTRATIVE REGULATIONS GUIDE, PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-11-174)

City Attorney Derek Rooney read the title block into the record and provided a brief overview.

Council Member Gibson motioned adoption of the Ordinance; Council Member Carr seconded.

No public comments were made.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 22-11**

12. City Attorney's Items:

- A. Approve property damage release from Mercury Insurance for City property damage sustained from an automobile accident on Imperial Parkway. (Green Sheet No. 22-11-172)

City Attorney Rooney explained the item and recommended approval.

Mayor Steinmeyer motioned to approve; Council Member Quaremba seconded; and the motion carried unanimously.

- B. ADDENDUM: Adopt Resolution updating and revising the Advisory Board Administrative Code. (Green Sheet No. 22-11-178)

City Attorney Rooney provided a brief overview of the Council's prior direction for committees to meet quarterly, except for land use items or time-sensitive matters. Discussion followed. Council consensus to streamline the process for land use matters to one board.

City Attorney Rooney addressed plans moving forward to look at consolidating the Boards that deal with land use matters.

Council Member Gibson motioned adoption of the Resolution and direction to move forward as discussed; Council Member Carr seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 22-67**

13. City Manager's Items:

- A. Discussion regarding the City's Flood Hazard Reduction Ordinance and direction to staff. (Green Sheet No. 22-11-177)

Arleen Hunter introduced the item, explaining that this is for Council to provide direction on potential revisions to the City's Flood Ordinance, in consideration of implications relating to FEMA's NFIP and the City's CRS class rating.

Ayita Lonergan, the City's Floodplain Manager, provided a detailed explanation of the method of calculating Substantial Damage for purposes of the 50% rule and the implications of the City's current Class 5 CRS rating.

City Manager Hunter stated staff will continue to monitor the ongoing discussions of surrounding jurisdictions and bring back any updates to Council.

B. Presentation and review of the August Financial Report. (Green Sheet No. 22-11-171)

Lisa Roberson, Finance Director, provided a PowerPoint presentation (copy in Clerk's file) to present the August Financial Report. She advised that FEMA has extended the time period for the 100% Public Assistance funding for debris removal and emergency protective measures to 60 days from the start of the incident period. City Manager Hunter explained that additional time is likely necessary, and when appropriate, staff is requesting direction to draft a letter to FEMA on behalf of the City Council to lobby in coordination with neighboring jurisdictions for an additional extension to 120 days.

As a financial consideration, staff has contacted the City's financial advisor for preliminary assistance in preparing for a potential competitive solicitation seeking bids from financial institutions for a short-term line of credit, in the event one should become necessary.

Council Member Corrie motioned to move forward with the City pursuing a short-term line of credit; Council Member Forbes seconded; and the motion carried 6-1 (Mayor Steinmeyer opposed)

C. Update regarding Hurricane Ian recovery

City Manager Hunter reported that Pasco County Sheriff's Office and Hollywood Police Department both left yesterday. Staff would like to draft a letter from Mayor and Council with gratitude to both departments, and at a later date, have them come back for official recognition to thank them for their service.

Additionally, the City has been notified that Lee County is setting up the Local Mitigation Strategy committee, for which she addressed the process stating that staff will bring back a list of prioritized projects to Council for approval.

She also informed Council that the City is petitioning the State to assist with debris removal in all waterways.

Assistant City Manager Matt Feeney next provided an update on debris removal and the temporary staging site and permanent disposal methods.

City Manager Hunter next reported the following: the Evaluation and Appraisal review survey is live until mid-December; the RFP for lobbying services is live and proposals are due November 30, 2022; there is only one polling location in the City, located at 25987 S. Tamiami Trail; and lastly, the Village of Estero and the City of Bonita Springs are co-sponsors in the Jaws v. Claws rivalry football game scheduled for November 4th, with all proceeds going directly to teachers and school employees impacted by Hurricane Ian in our community.

14. Mayor and Council Member Reports

Council Member Quaremba reiterated her gratitude for City staff and the customer service being provided since the storm.

Council Member Forbes addressed an event he was coordinating to recognize those people who have gone above and beyond in the aftermath of Hurricane Ian. He will be providing options and dates. City Manager Hunter to work with the City's Communication Department on a program.

Council Member Carr commended staff on the great Halloween event. She announced the upcoming event of Holiday in the Park and the annual holiday lighting. The Rotary is also hosting a humanitarian music concert at Riverside Park on November 13, 2022.

Council Member Corrie addressed the continuing efforts for downtown revitalization in light of the recent Barron Collier lease approval.

Council Member Purdon informed Council of a Congressional letter that was signed by the entire Congressional Delegation in the State of Florida requesting the full 120 days for 100% PA federal funding. He also announced that tomorrow morning at 8:30 a.m. to 10:00 a.m. on Fort Myers Beach, Congressman Donalds, Representative Botana and representatives from banking industry and NFIP will be available to help residents.

Mayor Steinmeyer urged everyone to get out and vote.

15. Public Comment

Kyle Moran commended City Council and City Staff on all their hard work with the storm and encouraged Council to continue the course downtown.

Alex Grantt addressed an article in Time Magazine on climate change and expressed support for a pedestrian-friendly downtown.

16. Adjournment

There being no further items to discuss, the meeting adjourned at 7:10 P.M.

Respectfully submitted,

APPROVED:
CITY COUNCIL

Debra Filipek, City Clerk

Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer

REQUESTED MOTION: Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement.

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: #7 Environmental Protection

BACKGROUND:

On March 2, 2022, City Council approved the submittal of a Lee County Natural Resources Division/WCIND Waterway Development Program Proposal Form for Sub-grantees in the amount of \$40,000.00. The grant provides matching funds to continue marine law enforcement activities along the Imperial River and in Estero Bay. The funding amount requested was \$40,000.00 to accommodate the hourly rate in boat fuel and maintenance.

The WCIND has approved the requested grant in the amount of \$40,000.00 for support of the marine unit of the Lee County Sheriff's Office to provide on-water patrol. The patrol unit will continue to primarily patrol waters in the Imperial River and Estero Bay.

The City's proposed FY22-23 budget provides matching funds of \$40,000.00 (Fund Grants: 13.708.3372000). Staff is recommending Council maintain the City's match at \$40,000.00 to maintain the current levels of service for marine law enforcement.

STAFF RECOMMENDATION: Approve the agreement for WCIND sub-grant funding, authorize Mayor and staff to execute the grant agreement, and maintain the City's match at \$40,000.00 as currently proposed in FY2022-2023 budget.

ATTACHMENTS:

1. Agreement for WCIND Sub-grant Funding
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Bonita Springs hereafter referred to as "Recipient", and is for implementation of the Marine LE - Bonita FY 22/23 Project for Marine law enforcement activity within district waters. (Law Enforcement L-561) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") under its Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 07, 2022 adopted Resolution No. 22-06-06 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in Resolution No. 22-06-06 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$40,000 during the County's fiscal 2022-2023 year. No reimbursement shall be made for expenses made prior to October 1, 2022.

3. The Recipient agrees, warrants, and covenants that:
- a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due on the 15th day of January, April, July, and October. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.
 - f. The Recipient agrees to submit reimbursement requests with supporting documentation no more frequently than monthly. The final reimbursement request must be received by the County no later than the October quarterly report.

- g. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
 - i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- h. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- i. ☒ (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
 - i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$5,000 or greater that WCIND funds were used to produce
- j. Official communications shall be delivered as follows.

County designated Liaison Agent:

Michael Campbell
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-533-8133 phone
mcampbell@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Carly Sanseverino
Title	
Company	City of Bonita Springs
Address	9101 Bonita Beach Rd.
City, State, Zip	Bonita Springs, FL 34135
Phone	239-949-6262
Email	carly.sanseverino@cityofbonitasprings.org

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- a. The grant funds will be disbursed no more than monthly based on project deliverables to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Project deliverables must be verifiable to reflect the work accomplished before funds will be disbursed.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$5000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$5000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for County fiscal year 2022-2023 only. All unspent grant funds remaining at the end of the grant period, September 30, 2023, will be retained by WCIND for use in the Lee County Countywide Navigation Improvement Fund. A one year extension may be granted under extenuating circumstances. A written request for extension must be submitted by the Applicant and received by the County prior to July 15, 2023.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement except that the extension provided for in Section 4d above may be approved by the County designated Liaison Agent.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (check if applicable):
 - Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - Quarterly Report Form,(Applicable to all except LE)
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY COUNTY MANAGER

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

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: _____
Type Name: _____
Title: _____
Address: _____

Witness

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this ____ day of _____, 20__, by _____, who produced _____ as identification.
WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials) shall be handled in accordance with the following provisions:

A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine LE - Bonita FY 22/23

COUNTY: LEE

PROJECT NO: L-561

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date

Recipient

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY

LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine LE - Bonita FY 22/23

COUNTY: LEE PROJECT NO: L-561

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

Date

Recipient

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6843)

LEE COUNTY ENVIRONMENTAL SERVICES DIVISION MARINE SERVICES PROGRAM STANDARD MARINE ENFORCEMENT QUARTERLY REPORT

AGENCY: _____

Today's Date: _____ Report Period: _____

	_____	Oct. - Dec.	_____
	_____	Jan. - Mar.	_____
	_____	Apr. - Jun.	_____
	_____	Jul. - Sep.	_____

Total Hrs. Worked for the Period _____ Total Hrs. on the Water _____

Verbal Warnings _____ Manatee Zone Warnings _____

Written Warnings _____ Manatee Zone Citations _____

Total Citations _____ Complaints Dispatched _____

Assists:	Agency/Boaters	(Attach additional pages if necessary)	Hours

Signage needs or enforcement problems: <i>(Attach additional pages if necessary)</i>

List other significant activity on reverse side.

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature

PROJECT STATUS REPORT
WCIND WATERWAY DEVELOPMENT PROGRAM

COUNTY: LEE **PROJECT NUMBER:** L-561

PROJECT TITLE: Marine LE - Bonita FY 22/23

<u>Project Elements</u>	<u>Work Accomplished</u>	<u>% Completed</u>
--------------------------------	---------------------------------	---------------------------

Problems Encountered:

Project Manager _____
E-Mail _____
Phone _____

Accepted: _____
County Liaison Natural Resources Division

Period Covered

Oct – Dec _____
Jan – Mar _____
Apr – Jun _____
Jul – Sep _____

EXHIBIT "C"

GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT, NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND RECREATION

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-11-180
November 16, 2022

REQUESTED MOTION: Adopt a resolution declaring one seat of the Outreach Committee as vacant.

REQUESTOR: Council Member Jesse Purdon, District 2

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

On April 19, 2017, City Council adopted a resolution to establish the Outreach Committee to provide input to the City Council regarding issues affecting participation in the City of Bonita Springs by recommending programs and special events to achieve community-wide participation. Regrettably, Committee Member Mauricio Pallares has been unable to fulfill his duties due to personal commitments.

The Outreach Committee Members would like to thank Mr. Pallares for the time he dedicated to the Outreach Committee. With his departure from the committee, the city will advertise that the committee now has one vacancy.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lora Taylor

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 22-

A RESOLUTION OF THE CITY OF BONITA SPRINGS,
FLORIDA; DECLARING AN OPEN SEAT ON THE CITY OF
BONITA SPRINGS OUTREACH ADVISORY COMMITTEE;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, adopted Resolution No. 17-019 creating the City of Bonita Springs Outreach Advisory Committee, which is to consist of seven (7) members serving one-year terms; and

WHEREAS, Resolution No. 18-13 was adopted on March 21, 2018, expanding the committee to nine members; and

WHEREAS, member Mauricio Pallares has been unable to attend recent meetings of the committee.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bonita Springs, Lee County, Florida:

1. The Council hereby accepts and approves the Outreach Committee's recommendation to declare Mr. Pallares seat vacant due to inability to participate.
2. Effective date. This resolution shall become effective immediately upon its adoption by City council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16th day of November, 2022.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer
Forbes
Gibson
Corrie

Quaremba
Purdon
Carr

Date filed with City Clerk: _____

REQUESTED MOTION: Approve Resolution for the final budget amendment for fiscal year 2021-2022

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Section 46(d) of the City Charter provides for the transfer of all or part of any unrestricted appropriations from one department to another.

Florida Statutes §166.241 allows a municipality to amend a budget within 60 days following the fiscal year end.

Attached is a Budget Transfer Resolution to increase/decrease the budgets for certain expenditure accounts, with an effective date retroactive to September 30, 2022.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2021, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2022; and

WHEREAS, Section 46(d) of the City Charter allows the transfer for all or part of any unrestricted appropriations from one department to another; and

WHEREAS, Florida Statutes, 166.241 allows a municipality to amend a budget within 60 days following the fiscal year end; and

WHEREAS, funding for the additional budgeted expenditures are available in the unassigned fund balance for each fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Florida:

1. The above "Whereas" clauses are true, correct, and incorporated herein by reference.
2. The City Council authorizes a budget amendment as follows:

General Fund

Allocation of Pay for Performance		
00.201.512	City Manager	\$ 1,950
00.230.524	Neighborhood Services	7,800
00.240.513	Information Technology	1,950
00.250.541	Public Works	14,950
00.301.514	City Attorney	2,600
00.401.513	Administrative Services	3,250
00.430.513	Communications	5,850
00.501.513	Finance	9,750
00.601.572	Parks & Recreation	9,100
00.602.572	Recreation Center	3,900
00.604.572	Community Pool	3,900
00.270.519.4910	Pay for Performance	(65,000)
00.211.515.3435	Planning/Zoning Svcs	38,805 (Green Sheet 21-12-289)
00.220.521.3437	Pub Safety-Security	<u>1,100</u>
	Total General Fund	<u>\$39,905</u>

Building Fees Fund

19.210.524.3400 Building contractual srvc \$67,702 (Green Sheet 21-12-289)

Debt Service Fund

22.000.517.7200 2020 Debt Service Interest \$1,000 General fund

3. Effective date. This Resolution shall become effective retroactive to September 30, 2022.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16th day of November, 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Quaremba
Purdon
Carr
Corrie

Gibson
Forbes
Steinmeyer

Date filed with City Clerk: _____

REQUESTED MOTION: Approve agreements for five (5) non-profit organizations to participate in the City's Food Insecurity Program utilizing Community Development Block Grant – COVID funds

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: (6) Strengthen and Enhance Council Relations, (7) Government Transparency – Increase Outreach/Accessibility to Citizens

BACKGROUND: The City received notification of two (2) Community Development Block Grant – COVID (CDBG-CV) entitlement allocations from Lee County Human and Veterans Services. The allocations total \$496,713 and were collected over a two-year period. The funds were allocated to a Public Services category under the HUD funding program. Pursuant to Council's previous direction, the City will partner with local food banks (through a Request for Proposal/Qualification process) to provide funding for food insecurity assistance.

The Notice of Funding Availability for local non-profits was released on May 25, 2022 and the applications for local food assistant services was due on June 28, 2022. A total of nine (9) non-profit agencies submitted an application. Following an extensive review and request for clarifying information from the non-profits the following organizations received award notices: Blessings in a Backpack, Bonita Springs Assistance Office, Catholic Charities Diocese of Venice, Feed Thy Neighbor, Meals of Hope and the Salvation Army of Lee, Hendry and Glades Counties. Each organization received a \$70,000 funding allocation. Feed Thy Neighbor's contract will be brought to City Council at a future meeting.

STAFF RECOMMENDATION: Approve five (5) non-profit organizations to participate in the Food Insecurity Program.

ATTACHMENTS:

1. Blessings in a Backpack, Inc.
2. Bonita Springs Assistance Office
3. Catholic Charities Diocese of Venice
4. Meals of Hope
5. The Salvation Army of Lee, Hendry and Glades Counties

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA
SUBRECIPIENT SERVICES AGREEMENT

This Subrecipient Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 3 day of November, 2022, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and **Blessings in a Backpack, Inc., Southwest Chapter** (hereinafter referred to as the Subrecipient), a federally tax-exempt organization per Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH

WHEREAS, the City is under agreement to receive Community Development Block Grant COVID (CDBG-CV) entitlement funds to assist low to moderate income households; and

WHEREAS, the City wishes to address the issue of food insecurity within its corporate limits; and

WHEREAS, the Subrecipient has applied for a portion of these funds to address the issues; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00 SCOPE OF SERVICES

The Sub-Recipient shall provide the services as set forth in Exhibit A entitled "Scope of Services" of this agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 SUBRECIPIENT

The term "Subrecipient" shall refer to a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such a program.

2.03 PROJECT

The term "Project" shall refer to the provision of services to address food insecurity within the City of Bonita Springs.

2.04 BASIC SERVICES

The term "Basic Services" shall refer to the services set forth and required pursuant to this Agreement and as described in further detail within Exhibit A of this agreement.

2.05 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such services as the City may request and authorize, in writing, the Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.06 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of services and tasks, cost reimbursement and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of services, tasks, work, or materials to be performed or provided by the Subrecipient, the compensation and method of payment, and the schedule or time period for performance and completion.

The amount of the change in contract reimbursement set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed to by both parties to this Agreement to be fair, equitable, adequate, and complete. The reimbursement amount shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs and associated costs which may result from or be caused by the change order and shall be understood and agreed to include a fair, equitable and adequate adjustment.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, or previously authorized change orders, the City may do so by the unilateral issuance of a written change order to the Subrecipient. Such a unilaterally issued change order shall set forth, if appropriate, an agreement by both the City and the Subrecipient establishing changes in the amount of reimbursement to be paid the Subrecipient as a result of the deletion or decrease in the services required shall have no effect on, or otherwise prevent the City from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the Subrecipient.

2.07 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service, employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Subrecipient of any and all changes approved by the City in the Subrecipient's (1) reimbursement (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.08 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Subrecipient with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the services, work and materials to be provided and performed by the Subrecipient pursuant to this Agreement and amendments as are authorized.

2.09 SUSPENSION AND DEBARMENT

By executing this agreement and Exhibit F entitled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency; and that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment and 2 CFR 200.214.

ARTICLE 3.00 OBLIGATIONS OF THE SUBRECIPIENT

3.01 PERSONNEL

A. QUALIFIED PERSONNEL: Subrecipient is responsible for hiring, training, and directing all personnel performing the basic scope of services or additional services under this Agreement.

B. IMMIGRATION LAW COMPLIANCE: Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Subrecipients providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term and assigned by the Subrecipient to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Subrecipient agrees to comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Subrecipient the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify. The Subrecipient must also be responsible for entering into an agreement with each and every vendor that states that vendors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Subrecipient does not accomplish and complete the required services in a timely manner. The Subrecipient agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed, and completed in a timely and diligent manner throughout.

3.03 LIABILITY AND HOLD HARMLESS

To the greatest extent possible permitted by applicable law, the Subrecipient shall protect, defend, indemnify, save and hold the City, its agents, officials and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Subrecipient resulting from the Subrecipient's work as set forth in this agreement which may arise in favor of any person or persons resulting from the Subrecipient's performance or non-performance of its obligations under this agreement. Further, Subrecipient agrees to indemnify the City for all reasonable expenses and attorney's fees included by or imposed upon the City in connection therewith for any loss, damage, injury, liability, or other casualty. The Subrecipient further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

3.04 ADDITIONAL SERVICES

Should the CITY request the Subrecipient to provide and perform services for this project which are not set forth in the Scope of Services, the Subrecipient agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders under this Agreement. The Subrecipient shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Subrecipient for any additional services unless and until a written change order has been agreed to and executed by both parties.

Each such change order shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of reimbursement and (3) the period of time and/or schedule for performing and completing said additional services.

3.05 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Subrecipient shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation, and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Subrecipient as set forth in the Method of Payment and change orders authorized thereto shall be understood and agreed to adequately and completely compensate the Subrecipient for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Services and change orders authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Subrecipient, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Subrecipient by the Project Manager.

4.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Subrecipient to meet and/or consult with the Subrecipient on matters pertaining to the services to be provided and performed by the Subrecipient. The City further agrees to respond within a reasonable period of time to written requests submitted by the Subrecipient.

ARTICLE 5.00 REIMBURSEMENT OF ELIGIBLE EXPENSES AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall reimburse the Subrecipient for all eligible expenses requested and authorized basic services rendered hereunder by the Subrecipient in an amount up to, but not to cumulatively exceed \$70,000. All services are to be completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for reimbursement for said basic services as set forth and prescribed in this Article.

5.02 REIMBURSEMENT OF ELIGIBLE EXPENSES

Requests for reimbursement of eligible expenses are due monthly not later than the 10th day of each month. Payments will only be authorized for expenses pertaining to items and services delivered. All reimbursement requests must include a completed version of the "Expense Reimbursement Request Form" (Exhibit B in this agreement). All reimbursement requests must include appropriate back up/supporting documentation. Examples include cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets or original documentation. Funding for reimbursement expenses is contingent upon the ongoing availability of funds. Under no circumstances will the dollar value of expenses submitted for reimbursement exceed the available budget. In the event that the Subrecipient does not incur any eligible expenses for reimbursement in a given month, the Subrecipient is still obligated to submit the Expense Reimbursement Request Form with a \$0 value for that month.

5.03 MONTHLY ACTIVITY REPORT

The Subrecipient, shall, without fail, submit a report to the City each month during the term of this agreement. The report shall be prepared using Exhibit C, "Subrecipient Monthly Report Form" and shall be submitted to the Project Manager. The Monthly Report may be submitted together with each Expense Reimbursement Request. But in any event, the Monthly Report must be submitted each month regardless of whether the Subrecipient submits an Expense Reimbursement Request.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Subrecipient, the City shall reimburse the Subrecipient only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Subrecipient.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Subrecipient's services and work on all or part of the services required to be provided and performed by the Subrecipient pursuant to this Agreement, the City shall reimburse the Subrecipient only for the expenses incurred and services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are terminated at the Convenience of the City and Payment When Services are Suspended, the Subrecipient shall not be entitled to receive reimbursement for anticipated fees general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, the Subrecipient shall be authorized to commence the provision of services as set forth under this agreement.

6.02 PERIOD OF PERFORMANCE

The Subrecipient services provided under this agreement shall be eligible for reimbursement from the date of contract commencement and ending on February 28, 2023. The City reserves the right to extend the period of performance under this agreement in writing beyond February 28, 2023 following approval from the City's funding agency.

6.03 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00-SECURING AGREEMENT

The Subrecipient warrants that the Subrecipient has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Subrecipient to solicit or secure this Agreement and that the Subrecipient has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Subrecipient agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this agreement. The Subrecipient further agrees that no person having any such interest shall be employed or engaged for said performance, The Subrecipient or their employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment. The Subrecipient covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest" 2 CFR 200.318 and applicable State and City laws, regulations, or resolutions governing conflict of interest.

ARTICLE 9.00-ASSIGNMENT, AND TRANSFER

The Subrecipient shall not assign or transfer any of its rights, benefits, or obligations hereunder or any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. Such approval shall not be unreasonably withheld.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00 FEDERAL GRANT CONDITIONS

The Subrecipient further assures that all contractors or others with whom it arranges to provide services or benefits to participants or employee in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the Subrecipient assures and certifies that they will satisfy the following conditions:

- A. Comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the City as said laws exist and are amended from time to time.
- B. Comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations—including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are deemed Limited English Proficiency (LEP) per Executive Order 13166.
 - **Section 109-Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
 - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. Seg.)
 - **Fair Housing Act**

Additional information can be access at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-fag

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex national origin, age, familial status, or disability. Affirmation marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

- C. Comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C. 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single Point of Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single Point of Contact.
- D. Administer the programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that will target its services to those who need them most.
- E. Comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. Ensure that any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, F.S., which refers to the procurement of products or materials with recycled content.
- G. Comply with Chapter 39.201, F.S., that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. Comply with Chapter 415.1034, F.S., that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. If personnel in programs under this agreement work directly with children and vulnerable/disabled adults, they will comply with applicable provisions under F.S. 943.0542, 943.04351, 393.0655;402, regarding employment screening.
- J. Comply with Chapter 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or City agencies.
- K. Acknowledge support for activities funded in whole or in part by the City of Bonita Springs and Lee County. Publicity or advertising describing the program is to state "Funding provided by the City of Bonita Springs City Council and the Lee County Board of County Commissioners".
- L. Notify the City of any significant changes to the Subrecipient's organization to include Board membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- M. For federally funded programs, comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established applicable HUD regulations as now in effect and as may be amended from time to time.
- N. Ensure that City funds are restricted to people legally able to reside in the U.S.
- O. Do not use contracted funds for the following: political activities, lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will verify employment eligibility of all new employees hired during the contract period through the U.S. Department of Homeland Security's E-Verify System.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Subrecipient will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements under Exhibit D of this agreement.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Commercial General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14-DISPUTE RESOLUTION PROCEDURE

Should a dispute arise between the City and the Subrecipient, the parties mutually agree to seek to resolve their differences within 30 calendar days of the date that a party request invoking this dispute resolution procedure. The process shall proceed as follows:

- A. A duly authorized representative(s) for each party shall meet (as often is mutually agreeable) to discuss in good faith the dispute and to negotiate a mutually acceptable resolution.
- B. During this process, requests for information between the parties for non-privileged information related to the dispute shall be responded to in good faith.
- C. If the dispute is not able to be resolved between the parties within the 30-day period, the issue will be forwarded to the Assistant City Manager for resolution. A decision by the Assistant City Manager will be issued within 10 days.

ARTICLE 15.00-MAINTENANCE OF RECORDS

The Subrecipient will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records will be retained by the Subrecipient per the requirements of 24 CFR Part 570.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement in accordance with the requirements of 24 CFR Part 570. and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City and provided further that to the extent provided by law the City shall retain all such records confidential.

ARTICLE 16.00-COMPLIANCE WITH PUBLIC RECORDS LAW

The Subrecipient must comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Florida

Statutes §119 or as otherwise provided by law. The City will conduct at least one (1) monitoring visit to review files and inspect the facilities. The City reserves the right to conduct additional monitoring visits as warranted.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Subrecipient not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Subrecipient. If the Subrecipient transfers all public records to the City upon completion of the Contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. The City will consider it a breach of contract should the Subrecipient fail to comply with any public records request.
- F. A Subrecipient who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- G. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, debbie.filipek@cityofbonitasprings.org.**
- H. If the Subrecipient is not providing the requested public records, the burden of proof is on the Subrecipient to show why they did not comply with the request.

ARTICLE 17.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 18.00-ENTIRE AGREEMENT

This Agreement, including exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 19.00-NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY SUBRECIPIENT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Subrecipient to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Elly Soto McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

19.02 NOTICES BY CITY TO SUBRECIPIENT

All notices required and/or made pursuant to this Agreement to be given by the City to the Subrecipient shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Subrecipient's address of record unless waived by Subrecipient:

Blessings in a Backpack, Inc. Southwest Chapter

P.O. Box 61402 (7500 College Parkway, Suite 300)

Fort Myers, FL 33907

Telephone Number: (239) 410-9592

Fax Number: N/A

ATTENTION: Cecilia St. Arnold
Executive Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 20.00-TERM

This Agreement is effective when both parties have fully executed the document. The Agreement period is through February 28, 2023 with the option for the City to extend the agreement.

ARTICLE 21.00-TERMINATION

Either party may terminate this agreement for convenience at any time in whole or in part. The City reserves the right to terminate this agreement for cause should it determine that the Subrecipient is in material default of its contractual obligations.

ARTICLE 22.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 23.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
CITY CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

SUBRECIPIENT: Blessings in a Backpack, Inc. Southwest Chapter

BY: *Erin M. P. Kim*
(Authorized Signature)

(Witness)

(Witness)

Chief Executive Office
(Title)

DATE: *November 3, 2022*

CORPORATE SEAL

EXHIBIT A
Scope of Services
Food Insecurity Grant Subrecipient Services Agreement

Date: October 15, 2022

Basic Services

The Subrecipient shall provide and perform the following services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Agreement.

Blessings in a Backpack, Inc. Southwest Chapter (Blessings) will serve at least 384 children through this agreement. Blessings will serve children attending the Bonita Charter School and Bonita Elementary School by purchasing and distributing sealed pre-packaged meals for children's weekend breakfast and lunch during the school year.

Clients served will reside within zip codes identified as 34133, 34134, 34135 and 34136.

Blessings will track clients through the City's survey document and assess performance outcomes using Key Performance Indicators (KPI).

EXHIBIT B



City of Bonita Springs Food Insecurity Grant
Expense Reimbursement Request Form

Name of Subrecipient: _____

Mailing Address: _____

Phone: _____

Email: _____

Check Appropriate Box: ☐ Monthly Reimbursement ☐ Final Reimbursement

SUMMARY OF EXPENSES	THIS REPORTING PERIOD
Total Award \$ Amount	\$70,000
Total Current Balance	
Total Amount of Requested Reimbursement	
Remaining Balance (Current Balance less this request):	

Email reimbursement request to: Elly McKuen at elly.mckuen@cityofbonitasprings.org
City of Bonita Springs Public Works Department
9101 Bonita Beach Road, Bonita Springs FL 34135
239-949-6262

SUPPORTING DOCUMENTATION MUST ACCOMPANY A REQUEST FOR REIMBURSEMENT (e.g., cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets etc.) with each request.

Name of Authorized Official (print): _____

Signature of Authorized Official: _____

Date: _____

EXHIBIT C-1



Food Insecurity Services Grant
Subrecipient Monthly Report Form—Program Update

MONTHLY REPORT MUST BE SUBMITTED WITH THE REIMBURSEMENT REQUEST (EXHIBIT B)

Month: _____, 2022

PROGRAM UPDATE:

1. Please include a brief narrative summarizing major accomplishments during the reporting period.

2. Total numbers served (i.e., #clients/households served, amount of food distributed) during the reporting period. Please complete the chart attached.

3. Has your organization encountered any problems or issues during this reporting period? If "yes" briefly summarize

4. How many participants does your organization anticipate serving in the coming month?

PLEASE ATTACH ADDITIONAL DOCUMENTATION IF NEEDED

EXHIBIT C-2
Food Insecurity Services Grant
Subrecipient Monthly Report--Client Information Form

AGE GROUP

5 and Under	
6-12 Years Old	
13-17 Years Old	
18-30 Years Old	
31-50 Years Old	
51-61 Years Old	
62 and Older	
Age Group Not Collected	
Total Age Group	

GENDER

Male	
Female	
Gender Not Collected	
Total Gender	

RACE

American Indian or Alaskan Native	
Asian	
Black or African American	
Native Hawaiian or Pacific Islander	
White	
Other Multi-Racial	
Race Not Collected	
Total Race	

ETHNICITY

Hispanic	
Not Hispanic or Latino	
Ethnicity Not Collected	
Total Ethnicity	

LEGAL RESIDENCE OF CLIENTS

Address in 34133 Zip Code	
Address in 34134 Zip Code	
Address in 34135 Zip Code	
Address in 34136 Zip Code	

INCOME LEVEL

Very Low (30% of Median)	
Low (60% of Median)	
Low/Moderate (80% of Median)	
Income Level Not Collected	
Total Income Level	

EXHIBIT D
Insurance Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$100,000 per accident \$500,000 disease limit \$100 disease limit per employee
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$500,000 bodily injury per person \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) or BI and PD
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Subrecipient shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Subrecipient, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included with minimum limits of: \$100,000 bodily injury per person \$300,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$300,000 combined single limit (CSL) or BI and PD
☒ Directors + Officers Liability	Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
☐ Fidelity Bonding	Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.
☐ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the

☐ Railroad Right of Way	completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☐ Professional Liability \$1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u>. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☐ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability. The Subrecipient agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

EXHIBIT E

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

Vendor Covered Transactions

- (1) The Subrecipient certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

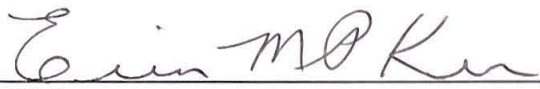
SUBRECIPIENT

Blessings in a Backpack, Inc.

MMGABNWKNHN6

Company Name

UEI Number


Signature

11/2/2022

Date

Erin Kerr, CEO

Print Name and Title

303 East Wacker Drive, Suite 2030

Street Address

Chicago, IL 60601

City, State, Zip

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT F

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the City's Request for Proposals for the City's Food Insecurity Program.
2. This sworn statement is submitted by Blessings in a Backpack, Inc. whose business
[Name of entity submitting sworn statement]
address is 4121 Shelbyville Road, Louisville, KY 40207 and (if
applicable) its Federal Employer Identification Number (FEIN) is 26-1964620 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Erin Kerr and my relationship to the above is
[Please print name of individual signing]
Chief Executive Officer
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency, or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]**

[X] Scrutinized Companies that Boycott Israel List (Subrecipient agreement for any amount)

- [x] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List

- [x] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

- [x] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria

- [x] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow Florida Statute §287.135. If the City determines this Subrecipient has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Subrecipient is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Erin M P Kerr Erin Kerr
AFFIANT Typed Name of AFFIANT
Chief Executive Officer

Title
STATE OF Illinois COUNTY OF Cook

The foregoing instrument was executed before me this 3 day of November, 2022.

by Erin Kerr as Chief Executive Officer of

Blessings in a Backpack, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

(stamp)



Regina L Taylor
NOTARY PUBLIC, State of Kentucky

THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____
Print Name

Date: _____

CITY OF BONITA SPRINGS, FLORIDA
SUBRECIPIENT SERVICES AGREEMENT

This Subrecipient Services Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2022, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and **Bonita Springs Assistance Office** (hereinafter referred to as the Subrecipient), a federally tax-exempt organization per Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH

WHEREAS, the City is under agreement to receive Community Development Block Grant COVID (CDBG-CV) entitlement funds to assist low to moderate income households; and

WHEREAS, the City wishes to address the issue of food insecurity within its corporate limits; and

WHEREAS, the Subrecipient has applied for a portion of these funds to address the issues; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00 SCOPE OF SERVICES

The Sub-Recipient shall provide the services as set forth in Exhibit A entitled "Scope of Services" of this agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 SUBRECIPIENT

The term "Subrecipient" shall refer to a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such a program.

2.03 PROJECT

The term "Project" shall refer to the provision of services to address food insecurity within the City of Bonita Springs.

2.04 BASIC SERVICES

The term "Basic Services" shall refer to the services set forth and required pursuant to this Agreement and as described in further detail within Exhibit A of this agreement.

2.05 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such services as the City may request and authorize, in writing, the Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.06 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of services and tasks, cost reimbursement and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of services, tasks, work, or materials to be performed or provided by the Subrecipient, the compensation and method of payment, and the schedule or time period for performance and completion.

The amount of the change in contract reimbursement set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed to by both parties to this Agreement to be fair, equitable, adequate, and complete. The reimbursement amount shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs and associated costs which may result from or be caused by the change order and shall be understood and agreed to include a fair, equitable and adequate adjustment.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, or previously authorized change orders, the City may do so by the unilateral issuance of a written change order to the Subrecipient. Such a unilaterally issued change order shall set forth, if appropriate, an agreement by both the City and the Subrecipient establishing changes in the amount of reimbursement to be paid the Subrecipient as a result of the deletion or decrease in the services required shall have no effect on, or otherwise prevent the City from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the Subrecipient.

2.07 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service, employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Subrecipient of any and all changes approved by the City in the Subrecipient's (1) reimbursement (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.08 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Subrecipient with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the services, work and materials to be provided and performed by the Subrecipient pursuant to this Agreement and amendments as are authorized.

2.09 SUSPENSION AND DEBARMENT

By executing this agreement and Exhibit F entitled , "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency; and that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment and 2 CFR 200.214.

ARTICLE 3.00 OBLIGATIONS OF THE SUBRECIPIENT

3.01 PERSONNEL

A. QUALIFIED PERSONNEL: Subrecipient is responsible for hiring, training, and directing all personnel performing the basic scope of services or additional services under this Agreement.

B. IMMIGRATION LAW COMPLIANCE: Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Subrecipients providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term and assigned by the Subrecipient to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Subrecipient agrees to comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Subrecipient the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify. The Subrecipient must also be responsible for entering into an agreement with each and every vendor that states that vendors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Subrecipient does not accomplish and complete the required services in a timely manner. The Subrecipient agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed, and completed in a timely and diligent manner throughout.

3.03 LIABILITY AND HOLD HARMLESS

To the greatest extent possible permitted by applicable law, the Subrecipient shall protect, defend, indemnify, save and hold the City, its agents, officials and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Subrecipient resulting from the Subrecipient's work as set forth in this agreement which may arise in favor of any person or persons resulting from the Subrecipient's performance or non-performance of its obligations under this agreement. Further, Subrecipient agrees to indemnify the City for all reasonable expenses and attorney's fees included by or imposed upon the City in connection therewith for any loss, damage, injury, liability, or other casualty. The Subrecipient further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

3.04 ADDITIONAL SERVICES

Should the CITY request the Subrecipient to provide and perform services for this project which are not set forth in the Scope of Services, the Subrecipient agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders under this Agreement. The Subrecipient shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Subrecipient for any additional services unless and until a written change order has been agreed to and executed by both parties.

Each such change order shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of reimbursement and (3) the period of time and/or schedule for performing and completing said additional services.

3.05 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Subrecipient shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation, and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Subrecipient as set forth in the Method of Payment and change orders authorized thereto shall be understood and agreed to adequately and completely compensate the Subrecipient for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Services and change orders authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Subrecipient, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Subrecipient by the Project Manager.

4.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Subrecipient to meet and/or consult with the Subrecipient on matters pertaining to the services to be provided and performed by the Subrecipient. The City further agrees to respond within a reasonable period of time to written requests submitted by the Subrecipient.

ARTICLE 5.00 REIMBURSEMENT OF ELIGIBLE EXPENSES AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall reimburse the Subrecipient for all eligible expenses requested and authorized basic services rendered hereunder by the Subrecipient in an amount up to, but not to cumulatively exceed \$70,000. All services are to be completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for reimbursement for said basic services as set forth and prescribed in this Article.

5.02 REIMBURSEMENT OF ELIGIBLE EXPENSES

Requests for reimbursement of eligible expenses are due monthly not later than the 10th day of each month. Payments will only be authorized for expenses pertaining to items and services delivered. All reimbursement requests must include a completed version of the "Expense Reimbursement Request Form" (Exhibit B in this agreement). All reimbursement requests must include appropriate back up/supporting documentation. Examples include cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets or original documentation. Funding for reimbursement expenses is contingent upon the ongoing availability of funds. Under no circumstances will the dollar value of expenses submitted for reimbursement exceed the available budget. In the event that the Subrecipient does not incur any eligible expenses for reimbursement in a given month, the Subrecipient is still obligated to submit the Expense Reimbursement Request Form with a \$0 value for that month.

5.03 MONTHLY ACTIVITY REPORT

The Subrecipient, shall, without fail, submit a report to the City each month during the term of this agreement. The report shall be prepared using Exhibit C, "Subrecipient Monthly Report Form" and shall be submitted to the Project Manager. The Monthly Report may be submitted together with each Expense Reimbursement Request. But in any event, the Monthly Report must be submitted each month regardless of whether the Subrecipient submits an Expense Reimbursement Request.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Subrecipient, the City shall reimburse the Subrecipient only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Subrecipient.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Subrecipient's services and work on all or part of the services required to be provided and performed by the Subrecipient pursuant to this Agreement, the City shall reimburse the Subrecipient only for the expenses incurred and services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are terminated at the Convenience of the City and Payment When Services are Suspended, the Subrecipient shall not be entitled to receive reimbursement for anticipated fees general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, the Subrecipient shall be authorized to commence the provision of services as set forth under this agreement.

6.02 PERIOD OF PERFORMANCE

The Subrecipient services provided under this agreement shall be eligible for reimbursement from the date of contract commencement and ending on February 28, 2023. The City reserves the right to extend the period of performance under this agreement in writing beyond February 28, 2023 following approval from the City's funding agency.

6.03 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00-SECURING AGREEMENT

The Subrecipient warrants that the Subrecipient has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Subrecipient to solicit or secure this Agreement and that the Subrecipient has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Subrecipient agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this agreement. The Subrecipient further agrees that no person having any such interest shall be employed or engaged for said performance, The Subrecipient or their employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment. The Subrecipient covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest" 2 CFR 200.318 and applicable State and City laws, regulations, or resolutions governing conflict of interest.

ARTICLE 9.00-ASSIGNMENT, AND TRANSFER

The Subrecipient shall not assign or transfer any of its rights, benefits, or obligations hereunder or any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. Such approval shall not be unreasonably withheld.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00 FEDERAL GRANT CONDITIONS

The Subrecipient further assures that all contractors or others with whom it arranges to provide services or benefits to participants or employee in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the Subrecipient assures and certifies that they will satisfy the following conditions:

- A. Comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the City as said laws exist and are amended from time to time.
- B. Comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations—including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are deemed Limited English Proficiency (LEP) per Executive Order 13166.
 - **Section 109-Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
 - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. Seg.)
 - **Fair Housing Act**

Additional information can be access at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-fag

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex national origin, age, familial status, or disability. Affirmation marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

- C. Comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C. 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single Point of Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single Point of Contact.
- D. Administer the programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that will target its services to those who need them most.
- E. Comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. Ensure that any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, F.S., which refers to the procurement of products or materials with recycled content.
- G. Comply with Chapter 39.201, F.S., that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. Comply with Chapter 415.1034, F.S., that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. If personnel in programs under this agreement work directly with children and vulnerable/disabled adults, they will comply with applicable provisions under F.S. 943.0542, 943.04351, 393.0655;402, regarding employment screening.
- J. Comply with Chapter 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or City agencies.
- K. Acknowledge support for activities funded in whole or in part by the City of Bonita Springs and Lee County. Publicity or advertising describing the program is to state "Funding provided by the City of Bonita Springs City Council and the Lee County Board of County Commissioners".
- L. Notify the City of any significant changes to the Subrecipient's organization to include Board membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- M. For federally funded programs, comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established applicable HUD regulations as now in effect and as may be amended from time to time.
- N. Ensure that City funds are restricted to people legally able to reside in the U.S.
- O. Do not use contracted funds for the following: political activities, lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will verify employment eligibility of all new employees hired during the contract period through the U.S. Department of Homeland Security's E-Verify System.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Subrecipient will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements under Exhibit D of this agreement.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Commercial General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14-DISPUTE RESOLUTION PROCEDURE

Should a dispute arise between the City and the Subrecipient, the parties mutually agree to seek to resolve their differences within 30 calendar days of the date that a party request invoking this dispute resolution procedure. The process shall proceed as follows:

- A. A duly authorized representative(s) for each party shall meet (as often is mutually agreeable) to discuss in good faith the dispute and to negotiate a mutually acceptable resolution.
- B. During this process, requests for information between the parties for non-privileged information related to the dispute shall be responded to in good faith.
- C. If the dispute is not able to be resolved between the parties within the 30-day period, the issue will be forwarded to the Assistant City Manager for resolution. A decision by the Assistant City Manager will be issued within 10 days.

ARTICLE 15.00-MAINTENANCE OF RECORDS

The Subrecipient will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records will be retained by the Subrecipient per the requirements of 24 CFR Part 570.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement in accordance with the requirements of 24 CFR Part 570. and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City and provided further that to the extent provided by law the City shall retain all such records confidential.

ARTICLE 16.00-COMPLIANCE WITH PUBLIC RECORDS LAW

The Subrecipient must comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Florida

Statutes §119 or as otherwise provided by law. The City will conduct at least one (1) monitoring visit to review files and inspect the facilities. The City reserves the right to conduct additional monitoring visits as warranted.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Subrecipient not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Subrecipient. If the Subrecipient transfers all public records to the City upon completion of the Contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. The City will consider it a breach of contract should the Subrecipient fail to comply with any public records request.
- F. A Subrecipient who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- G. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, debbie.filipek@cityofbonitasprings.org.**
- H. If the Subrecipient is not providing the requested public records, the burden of proof is on the Subrecipient to show why they did not comply with the request.

ARTICLE 17.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 18.00-ENTIRE AGREEMENT

This Agreement, including exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 19.00-NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY SUBRECIPIENT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Subrecipient to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Elly Soto McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

19.02 NOTICES BY CITY TO SUBRECIPIENT

All notices required and/or made pursuant to this Agreement to be given by the City to the Subrecipient shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Subrecipient's address of record unless waived by Subrecipient:

Bonita Springs Assistance Office

P.O. Box 16 (25300 Bernwood Drive)

Bonita Springs, FL 34133

Telephone Number: (239) 992-3034

Fax Number: N/A

ATTENTION: Teri Lamine
Executive Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 20.00-TERM

This Agreement is effective when both parties have fully executed the document. The Agreement period is through February 28, 2023 with the option for the City to extend the agreement.

ARTICLE 21.00-TERMINATION

Either party may terminate this agreement for convenience at any time in whole or in part. The City reserves the right to terminate this agreement for cause should it determine that the Subrecipient is in material default of its contractual obligations.

ARTICLE 22.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 23.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
CITY CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

SUBRECIPIENT: Bonita Springs Assistance Office

Joan K. Riggall
(Witness)
Gail Hayden
(Witness)

BY: *Teri Romaine*
(Authorized Signature)
President
(Title)

DATE: 11/9/2022

CORPORATE SEAL

EXHIBIT A

Scope of Services Food Insecurity Grant Subrecipient Services Agreement

Date: October 15, 2022

Basic Services

The Subrecipient shall provide and perform the following services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Agreement.

Bonita Springs Assistance Office (BSAO) will add fresh produce, in addition to other food items, such as, but not limited to, canned and dried foods, cereal, rice/pasta, and other food products. The BSAO will serve a minimum of 2,500 clients.

Clients served will reside within zip codes identified as 34133, 34134, 34135 and 34136.

2,500 (JP)

BSAO will track clients through the City's survey document and monthly progress reports.

EXHIBIT B



City of Bonita Springs Food Insecurity Grant
Expense Reimbursement Request Form

Name of Subrecipient: _____

Mailing Address: _____

Phone: _____

Email: _____

Check Appropriate Box: ☐ Monthly Reimbursement ☐ Final Reimbursement

SUMMARY OF EXPENSES	THIS REPORTING PERIOD
Total Award \$ Amount	\$70,000
Total Current Balance	
Total Amount of Requested Reimbursement	
Remaining Balance (Current Balance less this request):	

Email reimbursement request to: Elly McKuen at elly.mckuen@cityofbonitasprings.org
City of Bonita Springs Public Works Department
9101 Bonita Beach Road, Bonita Springs FL 34135
239-949-6262

SUPPORTING DOCUMENTATION MUST ACCOMPANY A REQUEST FOR REIMBURSEMENT (e.g., cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets etc.) with each request.

Name of Authorized Official (print): _____

Signature of Authorized Official: _____

Date: _____

EXHIBIT C-1



Food Insecurity Services Grant
Subrecipient Monthly Report Form—Program Update

MONTHLY REPORT MUST BE SUBMITTED WITH THE REIMBURSEMENT REQUEST (EXHIBIT B)

Month: _____, 2022

PROGRAM UPDATE:

1. Please include a brief narrative summarizing major accomplishments during the reporting period.

2. Total numbers served (i.e., #clients/households served, amount of food distributed) during the reporting period. Please complete the chart attached.

3. Has your organization encountered any problems or issues during this reporting period? If "yes" briefly summarize

4. How many participants does your organization anticipate serving in the coming month?

PLEASE ATTACH ADDITIONAL DOCUMENTATION IF NEEDED

EXHIBIT C-2
Food Insecurity Services Grant
Subrecipient Monthly Report--Client Information Form

AGE GROUP

5 and Under	
6-12 Years Old	
13-17 Years Old	
18-30 Years Old	
31-50 Years Old	
51-61 Years Old	
62 and Older	
Age Group Not Collected	
Total Age Group	

GENDER

Male	
Female	
Gender Not Collected	
Total Gender	

RACE

American Indian or Alaskan Native	
Asian	
Black or African American	
Native Hawaiian or Pacific Islander	
White	
Other Multi-Racial	
Race Not Collected	
Total Race	

ETHNICITY

Hispanic	
Not Hispanic or Latino	
Ethnicity Not Collected	
Total Ethnicity	

LEGAL RESIDENCE OF CLIENTS

Address in 34133 Zip Code	
Address in 34134 Zip Code	
Address in 34135 Zip Code	
Address in 34136 Zip Code	

INCOME LEVEL

Very Low (30% of Median)	
Low (60% of Median)	
Low/Moderate (80% of Median)	
Income Level Not Collected	
Total Income Level	

EXHIBIT D
Insurance Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$100,000 per accident \$500,000 disease limit \$100 disease limit per employee
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$500,000 bodily injury per person \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) or BI and PD
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Subrecipient shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Subrecipient, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included with minimum limits of: \$100,000 bodily injury per person \$300,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$300,000 combined single limit (CSL) or BI and PD
☒ Directors + Officers Liability	Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
☐ Fidelity Bonding	Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.
☐ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the

☐ Railroad Right of Way	completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☐ Professional Liability \$1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u>. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☐ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability. The Subrecipient agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____
Print Name

Date: _____

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

EXHIBIT E

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

Vendor Covered Transactions

- (1) The Subrecipient certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

SUBRECIPIENT

Bonita Springs Assistance
Company Name Office

UEI Number

Teri Lamine
Signature

11-9-2022
Date

Teri Lamine
Print Name and Title

25300 Bernwood Dr. #6
Street Address

Bonita Springs, FL. 34135
City, State, Zip

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT F

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the City's Request for Proposals for the City's Food Insecurity Program.
2. This sworn statement is submitted by Bonita Springs Assistance whose business
[Name of entity submitting sworn statement] Office, Inc.
address is 25300 Bernwood Dr. #6 Bonita Springs, FL 34135 and (if
applicable) its Federal Employer Identification Number (FEIN) is 59-2337909 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Teri Lamaine and my relationship to the above is
[Please print name of individual signing] President / Executive Director.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency, or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]

[X] Scrutinized Companies that Boycott Israel List (Subrecipient agreement for any amount)

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria

- ☒ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow Florida Statute §287.135. If the City determines this Subrecipient has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Subrecipient is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Leri Lamaine

AFFIANT

President

Title

STATE OF FL. COUNTY OF Lee

Teri Lamaine

Typed Name of AFFIANT

The foregoing instrument was executed before me this 9 day of November, 2022,

by Teri Lamaine as President of

BSAO, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced personally known as identification.

(stamp)



Joan K. Riggensbach
NOTARY PUBLIC, State of Florida

THIS SPACE INTENTIONALLY LEFT BLANK

CITY OF BONITA SPRINGS, FLORIDA
SUBRECIPIENT SERVICES AGREEMENT

This Subrecipient Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 28 day of October, 2022, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and **Catholic Charities, Diocese of Venice, Inc.** (hereinafter referred to as the Subrecipient), a federally tax-exempt organization per Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH

WHEREAS, the City is under agreement to receive Community Development Block Grant COVID (CDBG-CV) entitlement funds to assist low to moderate income households; and

WHEREAS, the City wishes to address the issue of food insecurity within its corporate limits; and

WHEREAS, the Subrecipient has applied for a portion of these funds to address the issues; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00 SCOPE OF SERVICES

The Sub-Recipient shall provide the services as set forth in Exhibit A entitled "Scope of Services" of this agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 SUBRECIPIENT

The term "Subrecipient" shall refer to a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such a program.

2.03 PROJECT

The term "Project" shall refer to the provision of services to address food insecurity within the City of Bonita Springs.

2.04 BASIC SERVICES

The term "Basic Services" shall refer to the services set forth and required pursuant to this Agreement and as described in further detail within Exhibit A of this agreement.

2.05 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such services as the City may request and authorize, in writing, the Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.06 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of services and tasks, cost reimbursement and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of services, tasks, work, or materials to be performed or provided by the Subrecipient, the compensation and method of payment, and the schedule or time period for performance and completion.

The amount of the change in contract reimbursement set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed to by both parties to this Agreement to be fair, equitable, adequate, and complete. The reimbursement amount shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs and associated costs which may result from or be caused by the change order and shall be understood and agreed to include a fair, equitable and adequate adjustment.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, or previously authorized change orders, the City may do so by the unilateral issuance of a written change order to the Subrecipient. Such a unilaterally issued change order shall set forth, if appropriate, an agreement by both the City and the Subrecipient establishing changes in the amount of reimbursement to be paid the Subrecipient as a result of the deletion or decrease in the services required shall have no effect on, or otherwise prevent the City from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the Subrecipient.

2.07 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service, employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Subrecipient of any and all changes approved by the City in the Subrecipient's (1) reimbursement (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.08 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Subrecipient with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the services, work and materials to be provided and performed by the Subrecipient pursuant to this Agreement and amendments as are authorized.

2.09 SUSPENSION AND DEBARMENT

By executing this agreement and Exhibit F entitled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency; and that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment and 2 CFR 200.214.

ARTICLE 3.00 OBLIGATIONS OF THE SUBRECIPIENT

3.01 PERSONNEL

A. QUALIFIED PERSONNEL: Subrecipient is responsible for hiring, training, and directing all personnel performing the basic scope of services or additional services under this Agreement.

B. IMMIGRATION LAW COMPLIANCE: Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Subrecipients providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term and assigned by the Subrecipient to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Subrecipient agrees to comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Subrecipient the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify. The Subrecipient must also be responsible for entering into an agreement with each and every vendor that states that vendors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Subrecipient does not accomplish and complete the required services in a timely manner. The Subrecipient agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed, and completed in a timely and diligent manner throughout.

3.03 LIABILITY AND HOLD HARMLESS

To the greatest extent possible permitted by applicable law, the Subrecipient shall protect, defend, indemnify, save and hold the City, its agents, officials and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Subrecipient resulting from the Subrecipient's work as set forth in this agreement which may arise in favor of any person or persons resulting from the Subrecipient's performance or non-performance of its obligations under this agreement. Further, Subrecipient agrees to indemnify the City for all reasonable expenses and attorney's fees included by or imposed upon the City in connection therewith for any loss, damage, injury, liability, or other casualty. The Subrecipient further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

3.04 ADDITIONAL SERVICES

Should the CITY request the Subrecipient to provide and perform services for this project which are not set forth in the Scope of Services, the Subrecipient agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders under this Agreement. The Subrecipient shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Subrecipient for any additional services unless and until a written change order has been agreed to and executed by both parties.

Each such change order shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of reimbursement and (3) the period of time and/or schedule for performing and completing said additional services.

3.05 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Subrecipient shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation, and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Subrecipient as set forth in the Method of Payment and change orders authorized thereto shall be understood and agreed to adequately and completely compensate the Subrecipient for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Services and change orders authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Subrecipient, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Subrecipient by the Project Manager.

4.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Subrecipient to meet and/or consult with the Subrecipient on matters pertaining to the services to be provided and performed by the Subrecipient. The City further agrees to respond within a reasonable period of time to written requests submitted by the Subrecipient.

ARTICLE 5.00 REIMBURSEMENT OF ELIGIBLE EXPENSES AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall reimburse the Subrecipient for all eligible expenses requested and authorized basic services rendered hereunder by the Subrecipient in an amount up to, but not to cumulatively exceed \$70,000. All services are to be completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for reimbursement for said basic services as set forth and prescribed in this Article.

5.02 REIMBURSEMENT OF ELIGIBLE EXPENSES

Requests for reimbursement of eligible expenses are due monthly not later than the **10th day of each month**. Payments will only be authorized for expenses pertaining to items and services delivered. All reimbursement requests must include a completed version of the "Expense Reimbursement Request Form" (Exhibit B in this agreement). All reimbursement requests must include appropriate back up/supporting documentation. Examples include cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets or original documentation. Funding for reimbursement expenses is contingent upon the ongoing availability of funds. Under no circumstances will the dollar value of expenses submitted for reimbursement exceed the available budget. In the event that the Subrecipient does not incur any eligible expenses for reimbursement in a given month, the Subrecipient is still obligated to submit the Expense Reimbursement Request Form with a \$0 value for that month.

5.03 MONTHLY ACTIVITY REPORT

The Subrecipient, shall, without fail, submit a report to the City each month during the term of this agreement. The report shall be prepared using Exhibit C, "Subrecipient Monthly Report Form" and shall be submitted to the Project Manager. The Monthly Report may be submitted together with each Expense Reimbursement Request. But in any event, the Monthly Report must be submitted each month regardless of whether the Subrecipient submits an Expense Reimbursement Request.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Subrecipient, the City shall reimburse the Subrecipient only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Subrecipient.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Subrecipient's services and work on all or part of the services required to be provided and performed by the Subrecipient pursuant to this Agreement, the City shall reimburse the Subrecipient only for the expenses incurred and services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are terminated at the Convenience of the City and Payment When Services are Suspended, the Subrecipient shall not be entitled to receive reimbursement for anticipated fees general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, the Subrecipient shall be authorized to commence the provision of services as set forth under this agreement.

6.02 PERIOD OF PERFORMANCE

The Subrecipient services provided under this agreement shall be eligible for reimbursement from the date of contract commencement and ending on February 28, 2023. The City reserves the right to extend the period of performance under this agreement in writing beyond February 28, 2023 following approval from the City's funding agency.

6.03 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00-SECURING AGREEMENT

The Subrecipient warrants that the Subrecipient has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Subrecipient to solicit or secure this Agreement and that the Subrecipient has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Subrecipient agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this agreement. The Subrecipient further agrees that no person having any such interest shall be employed or engaged for said performance. The Subrecipient or their employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment. The Subrecipient covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest" 2 CFR 200.318 and applicable State and City laws, regulations, or resolutions governing conflict of interest.

ARTICLE 9.00-ASSIGNMENT, AND TRANSFER

The Subrecipient shall not assign or transfer any of its rights, benefits, or obligations hereunder or any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. Such approval shall not be unreasonably withheld.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00 FEDERAL GRANT CONDITIONS

The Subrecipient further assures that all contractors or others with whom it arranges to provide services or benefits to participants or employee in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the Subrecipient assures and certifies that they will satisfy the following conditions:

- A. Comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the City as said laws exist and are amended from time to time.
- B. Comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations—including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are deemed Limited English Proficiency (LEP) per Executive Order 13166.
 - **Section 109-Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
 - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. Seg.)
 - **Fair Housing Act**

Additional information can be access at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-fag

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex national origin, age, familial status, or disability. Affirmation marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

- C. Comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C. 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single Point of Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single Point of Contact.
- D. Administer the programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that will target its services to those who need them most.
- E. Comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. Ensure that any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, F.S., which refers to the procurement of products or materials with recycled content.
- G. Comply with Chapter 39.201, F.S., that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. Comply with Chapter 415.1034, F.S., that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. If personnel in programs under this agreement work directly with children and vulnerable/disabled adults, they will comply with applicable provisions under F.S. 943.0542, 943.04351, 393.0655;402, regarding employment screening.
- J. Comply with Chapter 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or City agencies.
- K. Acknowledge support for activities funded in whole or in part by the City of Bonita Springs and Lee County. Publicity or advertising describing the program is to state "Funding provided by the City of Bonita Springs City Council and the Lee County Board of County Commissioners".
- L. Notify the City of any significant changes to the Subrecipient's organization to include Board membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- M. For federally funded programs, comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established applicable HUD regulations as now in effect and as may be amended from time to time.
- N. Ensure that City funds are restricted to people legally able to reside in the U.S.
- O. Do not use contracted funds for the following: political activities, lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will verify employment eligibility of all new employees hired during the contract period through the U.S. Department of Homeland Security's E-Verify System.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Subrecipient will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements under Exhibit D of this agreement.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Commercial General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14-DISPUTE RESOLUTION PROCEDURE

Should a dispute arise between the City and the Subrecipient, the parties mutually agree to seek to resolve their differences within 30 calendar days of the date that a party request invoking this dispute resolution procedure. The process shall proceed as follows:

- A. A duly authorized representative(s) for each party shall meet (as often is mutually agreeable) to discuss in good faith the dispute and to negotiate a mutually acceptable resolution.
- B. During this process, requests for information between the parties for non-privileged information related to the dispute shall be responded to in good faith.
- C. If the dispute is not able to be resolved between the parties within the 30-day period, the issue will be forwarded to the Assistant City Manager for resolution. A decision by the Assistant City Manager will be issued within 10 days.

ARTICLE 15.00-MAINTENANCE OF RECORDS

The Subrecipient will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records will be retained by the Subrecipient per the requirements of 24 CFR Part 570.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement in accordance with the requirements of 24 CFR Part 570. and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City and provided further that to the extent provided by law the City shall retain all such records confidential.

ARTICLE 16.00-COMPLIANCE WITH PUBLIC RECORDS LAW

The Subrecipient must comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Florida

Statutes §119 or as otherwise provided by law. The City will conduct at least one (1) monitoring visit to review files and inspect the facilities. The City reserves the right to conduct additional monitoring visits as warranted.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Subrecipient not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Subrecipient. If the Subrecipient transfers all public records to the City upon completion of the Contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. The City will consider it a breach of contract should the Subrecipient fail to comply with any public records request.
- F. A Subrecipient who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- G. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, debbie.filipek@cityofbonitasprings.org.**
- H. If the Subrecipient is not providing the requested public records, the burden of proof is on the Subrecipient to show why they did not comply with the request.

ARTICLE 17.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 18.00-ENTIRE AGREEMENT

This Agreement, including exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 19.00-NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY SUBRECIPIENT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Subrecipient to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Elly Soto McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

19.02 NOTICES BY CITY TO SUBRECIPIENT

All notices required and/or made pursuant to this Agreement to be given by the City to the Subrecipient shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Subrecipient's address of record unless waived by Subrecipient:

Catholic Charities, Diocese of Venice, Inc.

1000 Pinebrook Road

Venice, FL 34285

Telephone Number: (941) 390-2928

Fax Number: (941) 495-9439

ATTENTION: Paulina Matias

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 20.00-TERM

This Agreement is effective when both parties have fully executed the document. The Agreement period is through February 28, 2023 with the option for the City to extend the agreement.

ARTICLE 21.00-TERMINATION

Either party may terminate this agreement for convenience at any time in whole or in part. The City reserves the right to terminate this agreement for cause should it determine that the Subrecipient is in material default of its contractual obligations.

ARTICLE 22.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 23.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY: _____
CITY CLERK

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

Angie Nieves
(Witness)
Jack Rutkowski
(Witness)

SUBRECIPIENT: Catholic Charities, Diocese of Venice, Inc.

BY: Clint Brannan
(Authorized Signature)

COO
(Title)

DATE: 10/28/22

CORPORATE SEAL

EXHIBIT A

Scope of Services Food Insecurity Grant Subrecipient Services Agreement

Date: October 15, 2022

Basic Services

The Subrecipient shall provide and perform the following services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Agreement.

Catholic Charities, Diocese of Venice, Inc. (Catholic Charities) will serve approximately 1,700 clients during the contract period. Catholic Charities will provide such food related items as canned vegetables and fruits, peanut butter, dried beans, cereal, rice/pasta, nuts, etc., along with other food products.

Clients served will reside within zip codes identified as 34133, 34134, 34135 and 34136.

Catholic Charities will track clients through the City's survey document and the ClientTrack program which collects information on all clients served and services provided. In addition, pantry staff collect data on the amount of food distributed and the value of distributed food.

EXHIBIT B



City of Bonita Springs Food Insecurity Grant
Expense Reimbursement Request Form

Name of Subrecipient: _____

Mailing Address: _____

Phone: _____

Email: _____

Check Appropriate Box: ☐ Monthly Reimbursement ☐ Final Reimbursement

SUMMARY OF EXPENSES	THIS REPORTING PERIOD
Total Award \$ Amount	\$70,000
Total Current Balance	
Total Amount of Requested Reimbursement	
Remaining Balance (Current Balance less this request):	

Email reimbursement request to: Elly McKuen at elly.mckuen@cityofbonitasprings.org
City of Bonita Springs Public Works Department
9101 Bonita Beach Road, Bonita Springs FL 34135
239-949-6262

SUPPORTING DOCUMENTATION MUST ACCOMPANY A REQUEST FOR REIMBURSEMENT (e.g., cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets etc.) with each request.

Name of Authorized Official (print): _____

Signature of Authorized Official: _____

Date: _____

EXHIBIT C-1



Food Insecurity Services Grant
Subrecipient Monthly Report Form—Program Update

MONTHLY REPORT MUST BE SUBMITTED WITH THE REIMBURSEMENT REQUEST (EXHIBIT B)

Month: _____, 2022

PROGRAM UPDATE:

1. Please include a brief narrative summarizing major accomplishments during the reporting period.

2. Total numbers served (i.e., #clients/households served, amount of food distributed) during the reporting period. Please complete the chart attached.

3. Has your organization encountered any problems or issues during this reporting period? If "yes" briefly summarize

4. How many participants does your organization anticipate serving in the coming month?

PLEASE ATTACH ADDITIONAL DOCUMENTATION IF NEEDED

EXHIBIT C-2
Food Insecurity Services Grant
Subrecipient Monthly Report--Client Information Form

AGE GROUP

5 and Under	
6-12 Years Old	
13-17 Years Old	
18-30 Years Old	
31-50 Years Old	
51-61 Years Old	
62 and Older	
Age Group Not Collected	
Total Age Group	

GENDER

Male	
Female	
Gender Not Collected	
Total Gender	

RACE

American Indian or Alaskan Native	
Asian	
Black or African American	
Native Hawaiian or Pacific Islander	
White	
Other Multi-Racial	
Race Not Collected	
Total Race	

ETHNICITY

Hispanic	
Not Hispanic or Latino	
Ethnicity Not Collected	
Total Ethnicity	

LEGAL RESIDENCE OF CLIENTS

Address in 34133 Zip Code	
Address in 34134 Zip Code	
Address in 34135 Zip Code	
Address in 34136 Zip Code	

INCOME LEVEL

Very Low (30% of Median)	
Low (60% of Median)	
Low/Moderate (80% of Median)	
Income Level Not Collected	
Total Income Level	

EXHIBIT D
Insurance Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$100,000 per accident \$500,000 disease limit \$100 disease limit per employee
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$500,000 bodily injury per person \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) or BI and PD
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Subrecipient shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Subrecipient, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included with minimum limits of: \$100,000 bodily injury per person \$300,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$300,000 combined single limit (CSL) or BI and PD
☒ Directors + Officers Liability	Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
☐ Fidelity Bonding	Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.
☐ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the

☐ Railroad Right of Way	completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☐ Professional Liability \$1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u>. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☐ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability. The Subrecipient agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days) Provided by the Insurance Carrier and/or the Vendor.**

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

EXHIBIT E

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

Vendor Covered Transactions

- (1) The Subrecipient certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

SUBRECIPIENT

Catholic Charities Diocese of Venice, Inc.
Company Name

FTXXZCNB753
UEI Number

Clint Branam
Signature

10/28/22
Date

Clint Branam, COO
Print Name and Title

1000 Pinebrook Road
Street Address

Venice, FL 34285
City, State, Zip

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT F

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the City's Request for Proposals for the City's Food Insecurity Program.
2. This sworn statement is submitted by Catholic Charities Diocese of Venice, Inc whose business
[Name of entity submitting sworn statement]
address is 1000 Pinebrook Road, Venice, FL 34285 and (if
applicable) its Federal Employer Identification Number (FEIN) is 59-2473176 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Clint Branam and my relationship to the above is
[Please print name of individual signing]
Chief Operating Officer
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency, or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]

[X] Scrutinized Companies that Boycott Israel List (Subrecipient agreement for any amount)

- [☒] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[☐] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List

- [☒] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[☐] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

- [☒] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[☐] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria

- [☒] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[☐] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow Florida Statute §287.135. If the City determines this Subrecipient has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Subrecipient is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Clint Branam
AFFIANT

Clint Branam
Typed Name of AFFIANT

Chief Operating Officer
Title

STATE OF Florida COUNTY OF Sarasota

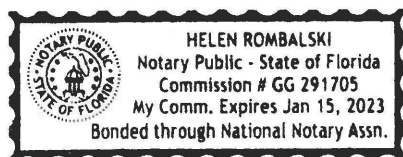
The foregoing instrument was executed before me this 28th day of OCTOBER, 2022,
by Clint Branam as Chief Operating Officer of

Catholic Charities Diocese of Venice, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

Hele Rombalski
NOTARY PUBLIC, State of FL

(stamp)



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For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____
Print Name

Date: _____

CITY OF BONITA SPRINGS, FLORIDA
SUBRECIPIENT SERVICES AGREEMENT

This Subrecipient Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 18th day of October, 2022, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Meals of Hope, Inc. (hereinafter referred to as the Subrecipient), a federally tax-exempt organization per Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH

WHEREAS, the City is under agreement to receive Community Development Block Grant COVID (CDBG-CV) entitlement funds to assist low to moderate income households; and

WHEREAS, the City wishes to address the issue of food insecurity within its corporate limits; and

WHEREAS, the Subrecipient has applied for a portion of these funds to address the issues; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00 SCOPE OF SERVICES

The Sub-Recipient shall provide the services as set forth in Exhibit A entitled "Scope of Services" of this agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 SUBRECIPIENT

The term "Subrecipient" shall refer to a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such a program.

2.03 PROJECT

The term "Project" shall refer to the provision of services to address food insecurity within the City of Bonita Springs.

2.04 BASIC SERVICES

The term "Basic Services" shall refer to the services set forth and required pursuant to this Agreement and as described in further detail within Exhibit A of this agreement.

2.05 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such services as the City may request and authorize, in writing, the Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.06 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of services and tasks, cost reimbursement and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of services, tasks, work, or materials to be performed or provided by the Subrecipient, the compensation and method of payment, and the schedule or time period for performance and completion.

The amount of the change in contract reimbursement set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed to by both parties to this Agreement to be fair, equitable, adequate, and complete. The reimbursement amount shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs and associated costs which may result from or be caused by the change order and shall be understood and agreed to include a fair, equitable and adequate adjustment.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, or previously authorized change orders, the City may do so by the unilateral issuance of a written change order to the Subrecipient. Such a unilaterally issued change order shall set forth, if appropriate, an agreement by both the City and the Subrecipient establishing changes in the amount of reimbursement to be paid the Subrecipient as a result of the deletion or decrease in the services required shall have no effect on, or otherwise prevent the City from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the Subrecipient.

2.07 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service, employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Subrecipient of any and all changes approved by the City in the Subrecipient's (1) reimbursement (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.08 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Subrecipient with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the services, work and materials to be provided and performed by the Subrecipient pursuant to this Agreement and amendments as are authorized.

2.09 SUSPENSION AND DEBARMENT

By executing this agreement and Exhibit F entitled , "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency; and that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment and 2 CFR 200.214.

ARTICLE 3.00 OBLIGATIONS OF THE SUBRECIPIENT

3.01 PERSONNEL

A. QUALIFIED PERSONNEL: Subrecipient is responsible for hiring, training, and directing all personnel performing the basic scope of services or additional services under this Agreement.

B. IMMIGRATION LAW COMPLIANCE: Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Subrecipients providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term and assigned by the Subrecipient to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Subrecipient agrees to comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Subrecipient the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify. The Subrecipient must also be responsible for entering into an agreement with each and every vendor that states that vendors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Subrecipient does not accomplish and complete the required services in a timely manner. The Subrecipient agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed, and completed in a timely and diligent manner throughout.

3.03 LIABILITY AND HOLD HARMLESS

To the greatest extent possible permitted by applicable law, the Subrecipient shall protect, defend, indemnify, save and hold the City, its agents, officials and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Subrecipient resulting from the Subrecipient's work as set forth in this agreement which may arise in favor of any person or persons resulting from the Subrecipient's performance or non-performance of its obligations under this agreement. Further, Subrecipient agrees to indemnify the City for all reasonable expenses and attorney's fees included by or imposed upon the City in connection therewith for any loss, damage, injury, liability, or other casualty. The Subrecipient further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

3.04 ADDITIONAL SERVICES

Should the CITY request the Subrecipient to provide and perform services for this project which are not set forth in the Scope of Services, the Subrecipient agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders under this Agreement. The Subrecipient shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Subrecipient for any additional services unless and until a written change order has been agreed to and executed by both parties.

Each such change order shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of reimbursement and (3) the period of time and/or schedule for performing and completing said additional services.

3.05 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Subrecipient shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation, and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Subrecipient as set forth in the Method of Payment and change orders authorized thereto shall be understood and agreed to adequately and completely compensate the Subrecipient for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Services and change orders authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Subrecipient, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Subrecipient by the Project Manager.

4.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Subrecipient to meet and/or consult with the Subrecipient on matters pertaining to the services to be provided and performed by the Subrecipient. The City further agrees to respond within a reasonable period of time to written requests submitted by the Subrecipient.

ARTICLE 5.00 REIMBURSEMENT OF ELIGIBLE EXPENSES AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall reimburse the Subrecipient for all eligible expenses requested and authorized basic services rendered hereunder by the Subrecipient in an amount up to, but not to cumulatively exceed \$70,000. All services are to be completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for reimbursement for said basic services as set forth and prescribed in this Article.

5.02 REIMBURSEMENT OF ELIGIBLE EXPENSES

Requests for reimbursement of eligible expenses are due monthly not later than the **10th day of each month**. Payments will only be authorized for expenses pertaining to items and services delivered. All reimbursement requests must include a completed version of the "Expense Reimbursement Request Form" (Exhibit B in this agreement). All reimbursement requests must include appropriate back up/supporting documentation. Examples include cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets or original documentation. Funding for reimbursement expenses is contingent upon the ongoing availability of funds. Under no circumstances will the dollar value of expenses submitted for reimbursement exceed the available budget. In the event that the Subrecipient does not incur any eligible expenses for reimbursement in a given month, the Subrecipient is still obligated to submit the Expense Reimbursement Request Form with a \$0 value for that month.

5.03 MONTHLY ACTIVITY REPORT

The Subrecipient, shall, without fail, submit a report to the City each month during the term of this agreement. The report shall be prepared using Exhibit C, "Subrecipient Monthly Report Form" and shall be submitted to the Project Manager. The Monthly Report may be submitted together with each Expense Reimbursement Request. But in any event, the Monthly Report must be submitted each month regardless of whether the Subrecipient submits an Expense Reimbursement Request.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Subrecipient, the City shall reimburse the Subrecipient only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Subrecipient.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Subrecipient's services and work on all or part of the services required to be provided and performed by the Subrecipient pursuant to this Agreement, the City shall reimburse the Subrecipient only for the expenses incurred and services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are terminated at the Convenience of the City and Payment When Services are Suspended, the Subrecipient shall not be entitled to receive reimbursement for anticipated fees general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, the Subrecipient shall be authorized to commence the provision of services as set forth under this agreement.

6.02 PERIOD OF PERFORMANCE

The Subrecipient services provided under this agreement shall be eligible for reimbursement from the date of contract commencement and ending on February 28, 2023. The City reserves the right to extend the period of performance under this agreement in writing beyond February 28, 2023 following approval from the City's funding agency.

6.03 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00-SECURING AGREEMENT

The Subrecipient warrants that the Subrecipient has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Subrecipient to solicit or secure this Agreement and that the Subrecipient has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Subrecipient agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this agreement. The Subrecipient further agrees that no person having any such interest shall be employed or engaged for said performance. The Subrecipient or their employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment. The Subrecipient covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest" 2 CFR 200.318 and applicable State and City laws, regulations, or resolutions governing conflict of interest.

ARTICLE 9.00-ASSIGNMENT, AND TRANSFER

The Subrecipient shall not assign or transfer any of its rights, benefits, or obligations hereunder or any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. Such approval shall not be unreasonably withheld.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00 FEDERAL GRANT CONDITIONS

The Subrecipient further assures that all contractors or others with whom it arranges to provide services or benefits to participants or employee in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the Subrecipient assures and certifies that they will satisfy the following conditions:

- A. Comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the City as said laws exist and are amended from time to time.
- B. Comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations—including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are deemed Limited English Proficiency (LEP) per Executive Order 13166.
 - **Section 109-Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
 - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. Seg.)
 - **Fair Housing Act**

Additional information can be access at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-fag

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex national origin, age, familial status, or disability. Affirmation marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

- C. Comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C. 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single Point of Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single Point of Contact.
- D. Administer the programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that will target its services to those who need them most.
- E. Comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. Ensure that any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, F.S., which refers to the procurement of products or materials with recycled content.
- G. Comply with Chapter 39.201, F.S., that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. Comply with Chapter 415.1034, F.S., that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. If personnel in programs under this agreement work directly with children and vulnerable/disabled adults, they will comply with applicable provisions under F.S. 943.0542, 943.04351, 393.0655;402, regarding employment screening.
- J. Comply with Chapter 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or City agencies.
- K. Acknowledge support for activities funded in whole or in part by the City of Bonita Springs and Lee County. Publicity or advertising describing the program is to state "Funding provided by the City of Bonita Springs City Council and the Lee County Board of County Commissioners".
- L. Notify the City of any significant changes to the Subrecipient's organization to include Board membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- M. For federally funded programs, comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established applicable HUD regulations as now in effect and as may be amended from time to time.
- N. Ensure that City funds are restricted to people legally able to reside in the U.S.
- O. Do not use contracted funds for the following: political activities, lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will verify employment eligibility of all new employees hired during the contract period through the U.S. Department of Homeland Security's E-Verify System.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Subrecipient will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements under Exhibit D of this agreement.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Commercial General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14-DISPUTE RESOLUTION PROCEDURE

Should a dispute arise between the City and the Subrecipient, the parties mutually agree to seek to resolve their differences within 30 calendar days of the date that a party request invoking this dispute resolution procedure. The process shall proceed as follows:

- A. A duly authorized representative(s) for each party shall meet (as often is mutually agreeable) to discuss in good faith the dispute and to negotiate a mutually acceptable resolution.
- B. During this process, requests for information between the parties for non-privileged information related to the dispute shall be responded to in good faith.
- C. If the dispute is not able to be resolved between the parties within the 30-day period, the issue will be forwarded to the Assistant City Manager for resolution. A decision by the Assistant City Manager will be issued within 10 days.

ARTICLE 15.00-MAINTENANCE OF RECORDS

The Subrecipient will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records will be retained by the Subrecipient per the requirements of 24 CFR Part 570.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement in accordance with the requirements of 24 CFR Part 570. and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City and provided further that to the extent provided by law the City shall retain all such records confidential.

ARTICLE 16.00-COMPLIANCE WITH PUBLIC RECORDS LAW

The Subrecipient must comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Florida

Statutes §119 or as otherwise provided by law. The City will conduct at least one (1) monitoring visit to review files and inspect the facilities. The City reserves the right to conduct additional monitoring visits as warranted.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Subrecipient not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Subrecipient. If the Subrecipient transfers all public records to the City upon completion of the Contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. The City will consider it a breach of contract should the Subrecipient fail to comply with any public records request.
- F. A Subrecipient who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- G. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, debbie.filipek@cityofbonitasprings.org.**
- H. If the Subrecipient is not providing the requested public records, the burden of proof is on the Subrecipient to show why they did not comply with the request.

ARTICLE 17.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 18.00-ENTIRE AGREEMENT

This Agreement, including exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 19.00-NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY SUBRECIPIENT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Subrecipient to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Elly Soto McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

19.02 NOTICES BY CITY TO SUBRECIPIENT

All notices required and/or made pursuant to this Agreement to be given by the City to the Subrecipient shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Subrecipient's address of record unless waived by Subrecipient:

Meals of Hope, Inc.

2221 Corporation Boulevard

Naples, FL 34109

Telephone Number: (239) 777-8368 or (239) 370-4800

Fax Number: N/A

ATTENTION: Nicole Muley or Steven Popper

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 20.00-TERM

This Agreement is effective when both parties have fully executed the document. The Agreement period is through February 28, 2023 with the option for the City to extend the agreement.

ARTICLE 21.00-TERMINATION

Either party may terminate this agreement for convenience at any time in whole or in part. The City reserves the right to terminate this agreement for cause should it determine that the Subrecipient is in material default of its contractual obligations.

ARTICLE 22.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 23.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY: _____
CITY CLERK

DATE: _____

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
MAYOR

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

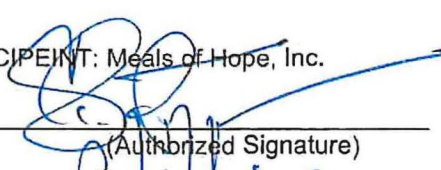
ATTEST:

 10/18/22
Nicole Muley
(Witness)

(Witness)

CORPORATE SEAL

SUBRECIPIENT: Meals of Hope, Inc.

BY:  _____
(Authorized Signature)
President: CEO
(Title)

DATE: 10/18/22

EXHIBIT A

Scope of Services Food Insecurity Grant Subrecipient Services Agreement

Date: October 15, 2022

Basic Services

The Subrecipient shall provide and perform the following services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Agreement.

Meals of Hope, Inc. (MOH) will serve approximately 17,000 clients during the contract period. Food products will be distributed through two locations in Bonita Springs – First United Methodist Church and St. Mary's Episcopal Church through a cooperative agreement. Food distributed through MOH mobile pantry will consist of, but not limited to, fresh produce, frozen meats/vegetables, dairy items, food staples and food necessities.

Clients served will reside within zip codes identified as 34133, 34134, 34135 and 34136.

MOH will track clients through the City's survey document and monthly progress reports.

EXHIBIT B



City of Bonita Springs Food Insecurity Grant
Expense Reimbursement Request Form

Name of Subrecipient: _____

Mailing Address: _____

Phone: _____

Email: _____

Check Appropriate Box: ☐ Monthly Reimbursement ☐ Final Reimbursement

SUMMARY OF EXPENSES	THIS REPORTING PERIOD
Total Award \$ Amount	\$70,000
Total Current Balance	
Total Amount of Requested Reimbursement	
Remaining Balance (Current Balance less this request):	

Email reimbursement request to: Elly McKuen at elly.mckuen@cityofbonitasprings.org
City of Bonita Springs Public Works Department
9101 Bonita Beach Road, Bonita Springs FL 34135
239-949-6262

SUPPORTING DOCUMENTATION MUST ACCOMPANY A REQUEST FOR REIMBURSEMENT (e.g., cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets etc.) with each request.

Name of Authorized Official (print): _____

Signature of Authorized Official: _____

Date: _____

EXHIBIT C-1



Food Insecurity Services Grant
Subrecipient Monthly Report Form—Program Update

MONTHLY REPORT MUST BE SUBMITTED WITH THE REIMBURSEMENT REQUEST (EXHIBIT B)

Month: _____, 2022

PROGRAM UPDATE:

1. Please include a brief narrative summarizing major accomplishments during the reporting period.

2. Total numbers served (i.e., #clients/households served, amount of food distributed) during the reporting period. Please complete the chart attached.

3. Has your organization encountered any problems or issues during this reporting period? If "yes" briefly summarize

4. How many participants does your organization anticipate serving in the coming month?

PLEASE ATTACH ADDITIONAL DOCUMENTATION IF NEEDED

EXHIBIT C-2
Food Insecurity Services Grant
Subrecipient Monthly Report--Client Information Form

AGE GROUP

5 and Under	
6-12 Years Old	
13-17 Years Old	
18-30 Years Old	
31-50 Years Old	
51-61 Years Old	
62 and Older	
Age Group Not Collected	
Total Age Group	

GENDER

Male	
Female	
Gender Not Collected	
Total Gender	

RACE

American Indian or Alaskan Native	
Asian	
Black or African American	
Native Hawaiian or Pacific Islander	
White	
Other Multi-Racial	
Race Not Collected	
Total Race	

ETHNICITY

Hispanic	
Not Hispanic or Latino	
Ethnicity Not Collected	
Total Ethnicity	

LEGAL RESIDENCE OF CLIENTS

Address in 34133 Zip Code	
Address in 34134 Zip Code	
Address in 34135 Zip Code	
Address in 34136 Zip Code	

INCOME LEVEL

Very Low (30% of Median)	
Low (60% of Median)	
Low/Moderate (80% of Median)	
Income Level Not Collected	
Total Income Level	

EXHIBIT D
Insurance Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$100,000 per accident \$500,000 disease limit \$100 disease limit per employee
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$500,000 bodily injury per person \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) or BI and PD
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Subrecipient shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Subrecipient, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included with minimum limits of: \$100,000 bodily injury per person \$300,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$300,000 combined single limit (CSL) or BI and PD
☒ Directors + Officers Liability	Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
☐ Fidelity Bonding	Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.
☐ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the

☐ Railroad Right of Way	completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☐ Professional Liability \$1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u>. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☐ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability. The Subrecipient agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

EXHIBIT E

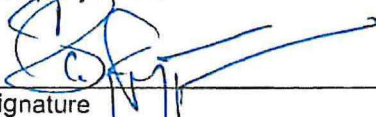
**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

- (1) The Subrecipient certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

SUBRECIPIENT

Meals of Hope
Company Name


Signature

Stephen Popper
Print Name and Title

2221 Corporation Boulevard
Street Address

Naples, FL 34109
City, State, Zip

TQW GK47K8UR1
UEI Number

10/18/22
Date

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT F

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the City's Request for Proposals for the City's Food Insecurity Program.
2. This sworn statement is submitted by Meals of Hope whose business
[Name of entity submitting sworn statement]
address is 2221 Corporation Boulevard, Naples, FL 34109 and (if
applicable) its Federal Employer Identification Number (FEIN) is 27-0268307 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Stephen Popper and my relationship to the above is
[Please print name of individual signing]
President + CEO.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency, or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]

[X] Scrutinized Companies that Boycott Israel List (Subrecipient agreement for any amount)

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List

- ☐ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

- ☐ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria

- ☐ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow Florida Statute §287.135. If the City determines this Subrecipient has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Subrecipient is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF Florida COUNTY OF Collier

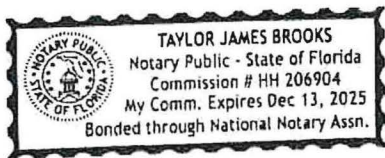
The foregoing instrument was executed before me this 18 day of October, 2022.

by Stephen Popper as President and CEO of

Meak of Hope, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced personally known as identification.

(stamp)



NOTARY PUBLIC, State of Florida

THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____
Print Name

Date: _____

CITY OF BONITA SPRINGS, FLORIDA
SUBRECIPIENT SERVICES AGREEMENT

This Subrecipient Services Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2022, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and **The Salvation Army, A GA Corporation, for The Salvation Army of Lee, Hendry and Glades Counties, FL** (hereinafter referred to as the Subrecipient), a federally tax-exempt organization per Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH

WHEREAS, the City is under agreement to receive Community Development Block Grant COVID (CDBG-CV) entitlement funds to assist low to moderate income households; and

WHEREAS, the City wishes to address the issue of food insecurity within its corporate limits; and

WHEREAS, the Subrecipient has applied for a portion of these funds to address the issues; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00 SCOPE OF SERVICES

The Sub-Recipient shall provide the services as set forth in Exhibit A entitled "Scope of Services" of this agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 SUBRECIPIENT

The term "Subrecipient" shall refer to a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such a program.

2.03 PROJECT

The term "Project" shall refer to the provision of services to address food insecurity within the City of Bonita Springs.

2.04 BASIC SERVICES

The term "Basic Services" shall refer to the services set forth and required pursuant to this Agreement and as described in further detail within Exhibit A of this agreement.

2.05 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such services as the City may request and authorize, in writing, the Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.06 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of services and tasks, cost reimbursement and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of services, tasks, work, or materials to be performed or provided by the Subrecipient, the compensation and method of payment, and the schedule or time period for performance and completion.

The amount of the change in contract reimbursement set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed to by both parties to this Agreement to be fair, equitable, adequate, and complete. The reimbursement amount shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs and associated costs which may result from or be caused by the change order and shall be understood and agreed to include a fair, equitable and adequate adjustment.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, or previously authorized change orders, the City may do so by the unilateral issuance of a written change order to the Subrecipient. Such a unilaterally issued change order shall set forth, if appropriate, an agreement by both the City and the Subrecipient establishing changes in the amount of reimbursement to be paid the Subrecipient as a result of the deletion or decrease in the services required shall have no effect on, or otherwise prevent the City from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the Subrecipient.

2.07 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service, employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Subrecipient of any and all changes approved by the City in the Subrecipient's (1) reimbursement (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.08 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Subrecipient with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the services, work and materials to be provided and performed by the Subrecipient pursuant to this Agreement and amendments as are authorized.

2.09 SUSPENSION AND DEBARMENT

By executing this agreement and Exhibit E entitled , "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency; and that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment and 2 CFR 200.214.

ARTICLE 3.00 OBLIGATIONS OF THE SUBRECIPIENT

3.01 PERSONNEL

A. QUALIFIED PERSONNEL: Subrecipient is responsible for hiring, training, and directing all personnel performing the basic scope of services or additional services under this Agreement.

B. IMMIGRATION LAW COMPLIANCE: Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Subrecipients providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term and assigned by the Subrecipient to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Subrecipient agrees to comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Subrecipient the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify. The Subrecipient must also be responsible for entering into an agreement with each and every vendor that states that vendors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Subrecipient does not accomplish and complete the required services in a timely manner. The Subrecipient agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed, and completed in a timely and diligent manner throughout.

3.03 LIABILITY AND HOLD HARMLESS

To the greatest extent possible permitted by applicable law, the Subrecipient shall protect, defend, indemnify, save and hold the City, its agents, officials and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Subrecipient resulting from the Subrecipient's work as set forth in this agreement which may arise in favor of any person or persons resulting from the Subrecipient's performance or non-performance of its obligations under this agreement. Further, Subrecipient agrees to indemnify the City for all reasonable expenses and attorney's fees included by or imposed upon the City in connection therewith for any loss, damage, injury, liability, or other casualty. The Subrecipient further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

3.04 ADDITIONAL SERVICES

Should the CITY request the Subrecipient to provide and perform services for this project which are not set forth in the Scope of Services, the Subrecipient agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders under this Agreement. The Subrecipient shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Subrecipient for any additional services unless and until a written change order has been agreed to and executed by both parties.

Each such change order shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of reimbursement and (3) the period of time and/or schedule for performing and completing said additional services.

3.05 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Subrecipient shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation, and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Subrecipient as set forth in the Method of Payment and change orders authorized thereto shall be understood and agreed to adequately and completely compensate the Subrecipient for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Services and change orders authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Subrecipient, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Subrecipient by the Project Manager.

4.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Subrecipient to meet and/or consult with the Subrecipient on matters pertaining to the services to be provided and performed by the Subrecipient. The City further agrees to respond within a reasonable period of time to written requests submitted by the Subrecipient.

ARTICLE 5.00 REIMBURSEMENT OF ELIGIBLE EXPENSES AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall reimburse the Subrecipient for all eligible expenses requested and authorized basic services rendered hereunder by the Subrecipient in an amount up to, but not to cumulatively exceed \$70,000. All services are to be completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for reimbursement for said basic services as set forth and prescribed in this Article.

5.02 REIMBURSEMENT OF ELIGIBLE EXPENSES

Requests for reimbursement of eligible expenses are due monthly not later than the **10th day of each month**. Payments will only be authorized for expenses pertaining to items and services delivered. All reimbursement requests must include a completed version of the "Expense Reimbursement Request Form" (Exhibit B in this agreement). All reimbursement requests must include appropriate back up/supporting documentation. Examples include cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets or original documentation. Funding for reimbursement expenses is contingent upon the ongoing availability of funds. Under no circumstances will the dollar value of expenses submitted for reimbursement exceed the available budget. In the event that the Subrecipient does not incur any eligible expenses for reimbursement in a given month, the Subrecipient is still obligated to submit the Expense Reimbursement Request Form with a \$0 value for that month.

5.03 MONTHLY ACTIVITY REPORT

The Subrecipient, shall, without fail, submit a report to the City each month during the term of this agreement. The report shall be prepared using Exhibit C, "Subrecipient Monthly Report Form" and shall be submitted to the Project Manager. The Monthly Report may be submitted together with each Expense Reimbursement Request. But in any event, the Monthly Report must be submitted each month regardless of whether the Subrecipient submits an Expense Reimbursement Request.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Subrecipient, the City shall reimburse the Subrecipient only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Subrecipient.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Subrecipient's services and work on all or part of the services required to be provided and performed by the Subrecipient pursuant to this Agreement, the City shall reimburse the Subrecipient only for the expenses incurred and services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are terminated at the Convenience of the City and Payment When Services are Suspended, the Subrecipient shall not be entitled to receive reimbursement for anticipated fees general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, the Subrecipient shall be authorized to commence the provision of services as set forth under this agreement.

6.02 PERIOD OF PERFORMANCE

The Subrecipient services provided under this agreement shall be eligible for reimbursement from the date of contract commencement and ending on February 28, 2023. The City reserves the right to extend the period of performance under this agreement in writing beyond February 28, 2023 following approval from the City's funding agency.

6.03 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00-SECURING AGREEMENT

The Subrecipient warrants that the Subrecipient has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Subrecipient to solicit or secure this Agreement and that the Subrecipient has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Subrecipient agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this agreement. The Subrecipient further agrees that no person having any such interest shall be employed or engaged for said performance, The Subrecipient or their employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment. The Subrecipient covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest" 2 CFR 200.318 and applicable State and City laws, regulations, or resolutions governing conflict of interest.

ARTICLE 9.00-ASSIGNMENT, AND TRANSFER

The Subrecipient shall not assign or transfer any of its rights, benefits, or obligations hereunder or any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. Such approval shall not be unreasonably withheld.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00 FEDERAL GRANT CONDITIONS

The Subrecipient further assures that all contractors or others with whom it arranges to provide services or benefits to participants or employee in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the Subrecipient assures and certifies that they will satisfy the following conditions:

- A. Comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the City as said laws exist and are amended from time to time.
- B. Comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations—including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are deemed Limited English Proficiency (LEP) per Executive Order 13166.
 - **Section 109-Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
 - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. Seg.)
 - **Fair Housing Act**

Additional information can be access at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-fag

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex national origin, age, familial status, or disability. Affirmation marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

- C. Comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C. 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single Point of Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single Point of Contact.
- D. Administer the programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that will target its services to those who need them most.
- E. Comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. Ensure that any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, F.S., which refers to the procurement of products or materials with recycled content.
- G. Comply with Chapter 39.201, F.S., that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. Comply with Chapter 415.1034, F.S., that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. If personnel in programs under this agreement work directly with children and vulnerable/disabled adults, they will comply with applicable provisions under F.S. 943.0542, 943.04351, 393.0655;402, regarding employment screening.
- J. Comply with Chapter 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or City agencies.
- K. Acknowledge support for activities funded in whole or in part by the City of Bonita Springs and Lee County. Publicity or advertising describing the program is to state "Funding provided by the City of Bonita Springs City Council and the Lee County Board of County Commissioners".
- L. Notify the City of any significant changes to the Subrecipient's organization to include Board membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- M. For federally funded programs, comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established applicable HUD regulations as now in effect and as may be amended from time to time.
- N. Ensure that City funds are restricted to people legally able to reside in the U.S.
- O. Do not use contracted funds for the following: political activities, lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will verify employment eligibility of all new employees hired during the contract period through the U.S. Department of Homeland Security's E-Verify System.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Subrecipient will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements under Exhibit D of this agreement.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Commercial General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14-DISPUTE RESOLUTION PROCEDURE

Should a dispute arise between the City and the Subrecipient, the parties mutually agree to seek to resolve their differences within 30 calendar days of the date that a party request invoking this dispute resolution procedure. The process shall proceed as follows:

- A. A duly authorized representative(s) for each party shall meet (as often is mutually agreeable) to discuss in good faith the dispute and to negotiate a mutually acceptable resolution.
- B. During this process, requests for information between the parties for non-privileged information related to the dispute shall be responded to in good faith.
- C. If the dispute is not able to be resolved between the parties within the 30-day period, the issue will be forwarded to the Assistant City Manager for resolution. A decision by the Assistant City Manager will be issued within 10 days.

ARTICLE 15.00-MAINTENANCE OF RECORDS

The Subrecipient will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records will be retained by the Subrecipient per the requirements of 24 CFR Part 570.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement in accordance with the requirements of 24 CFR Part 570. and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City and provided further that to the extent provided by law the City shall retain all such records confidential.

ARTICLE 16.00-COMPLIANCE WITH PUBLIC RECORDS LAW

The Subrecipient must comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Florida

Statutes §119 or as otherwise provided by law. The City will conduct at least one (1) monitoring visit to review files and inspect the facilities. The City reserves the right to conduct additional monitoring visits as warranted.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Subrecipient not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Subrecipient. If the Subrecipient transfers all public records to the City upon completion of the Contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. The City will consider it a breach of contract should the Subrecipient fail to comply with any public records request.
- F. A Subrecipient who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- G. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, debbie.filipek@cityofbonitasprings.org.**
- H. If the Subrecipient is not providing the requested public records, the burden of proof is on the Subrecipient to show why they did not comply with the request.

ARTICLE 17.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 18.00-ENTIRE AGREEMENT

This Agreement, including exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 19.00-NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY SUBRECIPIENT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Subrecipient to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Elly Soto McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

19.02 NOTICES BY CITY TO SUBRECIPIENT

All notices required and/or made pursuant to this Agreement to be given by the City to the Subrecipient shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Subrecipient's address of record unless waived by Subrecipient:

The Salvation Army, A GA Corporation, for The Salvation Army of Lee, Hendry and Glades Counties, FL

10291 McGregor Boulevard

Fort Myers, FL 33919

Telephone Number: (239) 278-1551

Fax Number: (239) 278-9028

ATTENTION: Major Carlyle Gargis, Area Commander

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 20.00-TERM

This Agreement is effective when both parties have fully executed the document. The Agreement period is through February 28, 2023 with the option for the City to extend the agreement.

ARTICLE 21.00-TERMINATION

Either party may terminate this agreement for convenience at any time in whole or in part. The City reserves the right to terminate this agreement for cause should it determine that the Subrecipient is in material default of its contractual obligations.

ARTICLE 22.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 23.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY: _____
CITY CLERK

CITY OF BONITA SPRINGS CITY COUNCIL

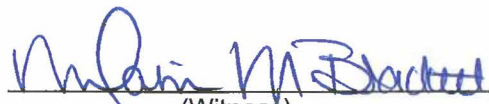
BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

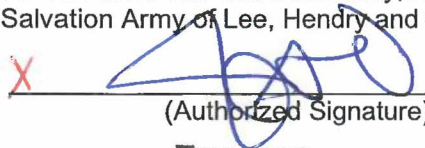
ATTEST:


(Witness)

(Witness)

CORPORATE SEAL

SUBRECIPIENT: The Salvation Army, A GA Corporation, for
The Salvation Army of Lee, Hendry and Glades Counties, FL

BY:  JAMES K. SEILER
(Authorized Signature)
Treasurer
(Title)

DATE: NOV - 9 2022

EXHIBIT A

Scope of Services Food Insecurity Grant Subrecipient Services Agreement

Date: October 15, 2022

Basic Services

The Subrecipient shall provide and perform the following services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Agreement.

The Salvation Army, A GA Corporation for The Salvation Army of Lee, Hendry and Glades Counties, FL (Salvation Army) will provide food distribution services for the Bonita Springs Mission Station Pantry. The program will serve approximately 5,500 clients during the contract period.

The program will supply fresh/frozen, as well as non-perishable foods and will operate one day per week at their Bonita Springs location – 26820 Old 41 Road, 34135.

The Bonita Springs Food Insecurity Program is separate from funding provided by Lee County Human and Veteran Services for the Bonita Springs area. There should not be a duplication of benefits between the two programs. Documentation of clients served under both programs must be provided to both the City and Lee County.

Clients served will reside within zip codes identified as 34133, 34134, 34135 and 34136.

Salvation Army will track clients through the City's survey document and monthly progress reports.

EXHIBIT B



City of Bonita Springs Food Insecurity Grant
Expense Reimbursement Request Form

Name of Subrecipient: _____

Mailing Address: _____

Phone: _____

Email: _____

Check Appropriate Box: ☐ Monthly Reimbursement ☐ Final Reimbursement

SUMMARY OF EXPENSES	THIS REPORTING PERIOD
Total Award \$ Amount	\$70,000
Total Current Balance	
Total Amount of Requested Reimbursement	
Remaining Balance (Current Balance less this request):	

Email reimbursement request to: Elly McKuen at elly.mckuen@cityofbonitasprings.org
City of Bonita Springs Public Works Department
9101 Bonita Beach Road, Bonita Springs FL 34135
239-949-6262

SUPPORTING DOCUMENTATION MUST ACCOMPANY A REQUEST FOR REIMBURSEMENT (e.g., cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets etc.) with each request.

Name of Authorized Official (print): _____

Signature of Authorized Official: _____

Date: _____

EXHIBIT C-1



Food Insecurity Services Grant
Subrecipient Monthly Report Form—Program Update

MONTHLY REPORT MUST BE SUBMITTED WITH THE REIMBURSEMENT REQUEST (EXHIBIT B)

Month: _____, 2022

PROGRAM UPDATE:

1. Please include a brief narrative summarizing major accomplishments during the reporting period.

2. Total numbers served (i.e., #clients/households served, amount of food distributed) during the reporting period. Please complete the chart attached.

3. Has your organization encountered any problems or issues during this reporting period? If “yes” briefly summarize

4. How many participants does your organization anticipate serving in the coming month?

PLEASE ATTACH ADDITIONAL DOCUMENTATION IF NEEDED

EXHIBIT C-2
Food Insecurity Services Grant
Subrecipient Monthly Report--Client Information Form

AGE GROUP

5 and Under	
6-12 Years Old	
13-17 Years Old	
18-30 Years Old	
31-50 Years Old	
51-61 Years Old	
62 and Older	
Age Group Not Collected	
Total Age Group	

GENDER

Male	
Female	
Gender Not Collected	
Total Gender	

RACE

American Indian or Alaskan Native	
Asian	
Black or African American	
Native Hawaiian or Pacific Islander	
White	
Other Multi-Racial	
Race Not Collected	
Total Race	

ETHNICITY

Hispanic	
Not Hispanic or Latino	
Ethnicity Not Collected	
Total Ethnicity	

LEGAL RESIDENCE OF CLIENTS

Address in 34133 Zip Code	
Address in 34134 Zip Code	
Address in 34135 Zip Code	
Address in 34136 Zip Code	

INCOME LEVEL

Very Low (30% of Median)	
Low (60% of Median)	
Low/Moderate (80% of Median)	
Income Level Not Collected	
Total Income Level	

EXHIBIT D
Insurance Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$100,000 per accident \$500,000 disease limit \$100 disease limit per employee
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$500,000 bodily injury per person \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) or BI and PD
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Subrecipient shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Subrecipient, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included with minimum limits of: \$100,000 bodily injury per person \$300,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$300,000 combined single limit (CSL) or BI and PD
☒ Directors + Officers Liability	Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
☐ Fidelity Bonding	Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.
☐ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the

☐ Railroad Right of Way	completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☐ Professional Liability \$1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u>. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☐ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability. The Subrecipient agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

EXHIBIT E

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

Vendor Covered Transactions

- (1) The Subrecipient certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

SUBRECIPIENT

The Salvation Army, A GA Corp., for The Salvation Army of
Hendry, Lee and Glades Counties, FL

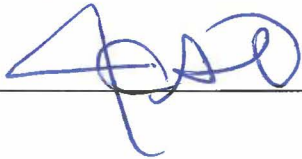
Company Name

X7KALJQE7Q99

UEI Number

X

Signature



NOV - 9 2022

Date

JAMES K. SEILER

Treasurer

Print Name and Title

28331 Tamiami Trail, Unit B8

Street Address

Bonita Springs, FL 34134

City, State, Zip

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT F

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the City's Request for Proposals for the City's Food Insecurity Program.
The Salvation Army, A GA Corp., for The Salvation Army
2. This sworn statement is submitted by of Hendry, Lee and Glades Counties, FL whose business
[Name of entity submitting sworn statement]
address is 28331 Tamiami Trail, Unit B8, Bonita Springs, FL 34134 and (if
applicable) its Federal Employer Identification Number (FEIN) is 58-0660607 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is JAMES K. SEILER and my relationship to the above is
[Please print name of individual signing]
Treasurer
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency, or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]

[X] Scrutinized Companies that Boycott Israel List (Subrecipient agreement for any amount)

- [X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List

- [] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

- [] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria

- [] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

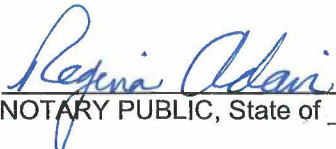
The City will follow Florida Statute §287.135. If the City determines this Subrecipient has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Subrecipient is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

X  JAMES K. SEILER
AFFIANT _____ Typed Name of AFFIANT _____
Treasurer

Title _____
STATE OF GEORGIA COUNTY OF Douglas

The foregoing instrument was executed before me this 9th day of November, 20 22,
by JAMES K. SEILER as Treasurer of
The Salvation Army, a Georgia Corporation, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has
produced _____ as identification.

(stamp)  
NOTARY PUBLIC, State of GEORGIA

THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____
Print Name

Date: _____



RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

MINUTE NO. PL029A
EFFECTIVE 05/15/1996

The Salvation Army in the United States works cooperatively with many groups – governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups – in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provision of its contracts and agreements.

Issued by the authority of the Territorial Commander

CC: May 1996 (pp. 217-217, 220)
October 2018 (. pp. 371-373) - title change only

Colonel Ralph Bukiewicz
Chief Secretary

TFC: Interim December 19, 2018
Final December 20, 2018

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-11-183
November 16, 2022

REQUESTED MOTION: Ratify two resolutions extending the Local State of Emergency due to Hurricane Ian

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

Pursuant to Chapter 252, Florida Statutes, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, declaring a State of Emergency in response to the anticipated landfall of Hurricane Ian. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Pursuant to Chapter 14 of the City's Code of Ordinances, the Mayor executed Resolution 22-59 declaring a Local State of Emergency, which was ratified by City Council by Resolution 22-64. Consistent with Florida Statutes, the Local State of Emergency has been extended by resolution in 7-day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency due to Hurricane Ian, as well as a Local State of Emergency due to Hurricane Nicole.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution 22-68
 2. Resolution 22-69
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 68

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

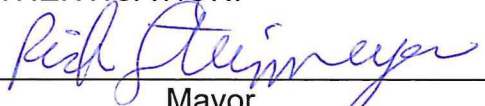
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 7th day of November, 2022.

AUTHENTICATION:

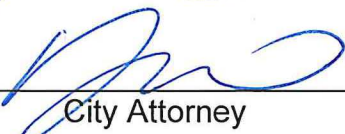


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk:

11/7/2022

CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 69

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 14th day of November, 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

REQUESTED MOTION: Ratify contract renewal for Crowder Gulf Disaster Recovery & Debris Management for debris removal services.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #3 Strengthen/Enhance City Finances and #5 Community Aesthetics

BACKGROUND: On April 20, 2022, Council approved renewal of Crowder Gulf and Thompson Consulting Services contracts. These contracts are Lee County Contracts and the County procurement of them provided the authority for the City to utilize the same terms and conditions for these services.

On October 2, 2022, Lee County executed a new contract with Crowder Gulf for disaster recovery services from a RFB initiated on July 1, 2022. This new agreement supplanted the previous County contract for disaster recovery services in Lee County.

STAFF RECOMMENDATION: Ratify use of the new contract for Crowder Gulf Disaster Recovery & Debris Management

ATTACHMENTS:

1. Letter of Authorization from Lee County
2. Crowder Gulf Contract
3. Amendment #1

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



Lee County

Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

November 4, 2022

Cecil L. Pendergrass
District Two

Via Electronic and US Mail

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34134

Subject: Utilizing Lee County's Disaster Recovery and Monitoring Contracts

Dear Mr. Feeney,

Lee County Solid Waste has reviewed the City of Bonita Spring's request to utilize the following Lee County Board of County Commissioners approved contracts to procure services relating to disaster recovery:

RFP220362BJB Disaster Recovery Services for Lee County

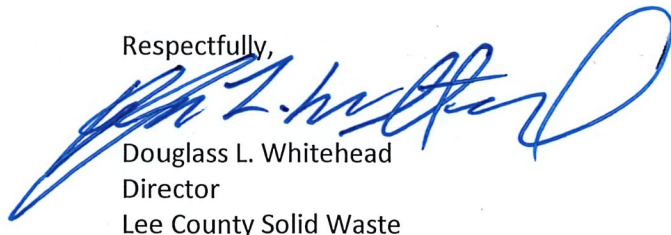
- Primary Vendor: Crowder Gulf Joint Venture Inc.
- Secondary Vendor: Ceres Environmental Services Inc.

RFP220330BJB Disaster Debris Monitoring for Lee County

- Primary Vendor: Thompson Consulting Services, LLC

Lee County Solid Waste hereby grants authorization for the City of Bonita Springs to utilize these contracts as part of the purchasing cooperative agreement through the interlocal agreement between the City of Bonita Springs and Lee County Board of County Commissioners.

Respectfully,



Douglass L. Whitehead
Director
Lee County Solid Waste

cc: Glen Salyer, Assistant County Manager
Mary Tucker, Procurement Director

**AGREEMENT FOR
DISASTER RECOVERY SERVICES FOR LEE COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Crowder-Gulf Joint Venture, Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 5629 Commerce Blvd E, Mobile, AL 36619, and whose federal tax identification number is 01-0626019, hereinafter referred to as "Vendor."

WITNESSETH

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

WHEREAS, the County issued Solicitation No. RFP220362BJB on July 01, 2022 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on September 19, 2022; 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 Sections 1 through 12 of the Detailed Specifications section of RFP220362BJB, 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 Solicitation No. RFP220362BJB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

Vendor hereby agrees to provide and perform all services required and necessary as set forth in attached EXHIBIT "A", entitled "SCOPE OF WORK AND SPECIFICATIONS" and additionally provide such services in compliance with all Project Funding terms, conditions, provisions, certifications, affidavits, and

alike as set forth in attached EXHIBIT "E", entitled "PROJECT FUNDING PACKAGE", which shall be inclusive of original solicitation package with Vendor executed documents, grant funding provisions, and addendums.

II. TERM AND DELIVERYS

- A. This Agreement shall commence immediately upon the execution of all parties and shall continue on an "as needed basis" for a five (5) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of five (5) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 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 the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no

effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any

way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

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

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

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

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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

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

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

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or 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 a claim or dispute including, but not limited to, actual periods 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 XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name:	Ashley Ramsay-Naile
Title:	President
Address:	5629 Commerce Blvd. East, Mobile, AL 36619
Telephone:	800-992-6207
Facsimile:	251-459-7433
Email:	jramsay@crowdergulf.com

County's Representative

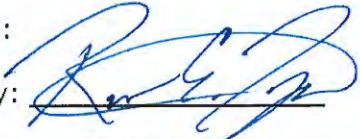
Names:	Roger Desjarlais	Mary Tucker
Titles:	County Manager	Procurement Management Director
Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 485-2262	(239) 485-8383
Email:	rdesjarlais@leegov.com	mtucker@leegov.com

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

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

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

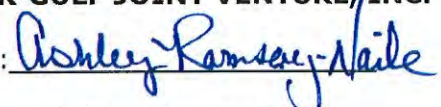
WITNESS:

Signed By: 

Print Name: Reid Loper

Vice President

CROWDER-GULF JOINT VENTURE, INC.

Signed By: 

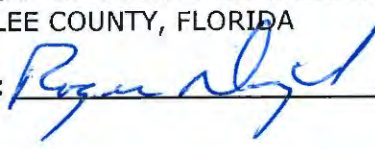
Print Name: Ashley Ramsay-Nalle

Title: President

Date: 10-02-22

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 

DATE: 10-02-22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____

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

BY: 

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed. Not all tasks will be assigned for all events. Services shall include but are not limited to: Large and small scale debris removal projects, separation, staging, disposal, demolition work, vegetative and construction and demolition debris removal, hazardous waste handling, hazardous tree trimming and removal, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scopes of work as described herein.
- 1.2. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.317-326 as updated and where applicable.

2. DEFINITIONS

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.
- **Storm Litter** - Debris such as leaves and small twigs that would normally require hand raking to collect. Does not include debris easily picked up by hand.
- **Government** - The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1. The Contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the Contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County’s emergency management and recovery personnel at no additional charge to the County.
- 3.2. The Contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.
- 3.3. The selected Contractor(s) shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. The Contractors shall be familiar with the County’s approved debris management plan.
- 3.4. No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

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

- 4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.
- 4.2 The County, upon contacting the Contractor, will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.
- 4.4 The Contractor shall be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the Contractor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR

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

6. SCOPE OF WORK

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

- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

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

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

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

6.2. Emergency Push / Road Clearance:

If directed by the County, Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 8.2. Once this task is accomplished, the following additional tasks shall begin as required.

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

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 9.5.

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

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

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

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

6.6. Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

6.7. Disaster Recovery Technical Assistance:

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

6.8. Vegetative Debris Reduction:

Contractor shall reduce the vegetative debris prior to taking it to the County's designated final site(s). This shall be performed through either a burning or chipping process. The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day. Direct hauling of vegetative debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a DMS, will not require reduction and will not be subject to site management or reduction fees.

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

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

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

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc. When directed and due to C&D volumes that justify the use of a DMS, the County will work with the Contractor and FDEP to establish an approved DMS suitable for C&D, including detailed site plans and required environmental protection protocols including but not limited to pre and post use monitoring prior to the use of a DMS for the staging, recycling, and reduction of C&D debris. Cost for environmental monitoring or testing shall be a pass through to the County without profit unless otherwise agreed or initiated and managed by the County. The method of size reduction shall be determined based on the material make-up and the fees for reduction shall be based on the type of equipment used as quoted or as allowed per negotiation for non-quoted specialty equipment.

6.11. Specialized Crews:

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

7. PERFORMANCE OF SERVICES

7.1. Description of Service:

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

7.2. Cost of Services:

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

7.3. Sub-Contractor(s):

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

8. STANDARDS OF PERFORMANCE

8.1. Contractor Representative:

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

8.2. Mobilization:

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

8.3. Time to Complete:

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

8.4. Completion of Work:

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

9. GENERAL RESPONSIBILITIES

9.1. County Obligations:

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

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

9.2. Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

9.3. Supervision by Contractor:

Contractor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Contractors. Contractor is solely responsible for all means, methods, techniques, safety, and other procedures.

Contractor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above. Contractor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.

9.4. Damages by Contractor:

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

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

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

9.6. Contractor's Ownership of Debris:

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

9.7. Contractor's Disposal of Debris:

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

9.8. Debris Management Site (DMS):

9.8.1. Site Setup:

Prior to beginning operation at a debris management site, the condition of the site shall be photographed, or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor, and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.8.2.Site Operation:

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

9.8.3.Site Remediation:

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 9.4.

9.8.4.Site Security:

Contractor shall supply twenty-four (24) hours per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the Contractor and must be disposed of lawfully and without additional costs to the County.

9.8.5. Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

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

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

9.8.6. DMS Debris Removal Operations Plan and Environmental Protection Plan

Contractor shall provide within 90 days of execution of this contract, their generic site management plan. Once the debris management site is selected for use, the CONTRACTOR shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Contractor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

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

9.8.7. Debris Processing and Classification:

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

9.8.8. Generated Hazardous Waste Abatement:

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

9.8.9. Debris Disposal:

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

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

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

9.8.10. Debris Monitoring Assistance:

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

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

9.8.11. Training:

Contractor shall provide training annually. Training shall take place for a minimum of one (1) day, for up to eight (8) hours of on-site. Training shall consist of pre-strike training for County field and supervisory personnel.

10. SCOPE OF SERVICES

10.1. Geographic Assignment:

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

10.2. Multiple, Scheduled Passes:

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

10.3. Operation of Equipment:

Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractor's responsibility and repaired at no additional cost to the County as outlined in section 9.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.6 of this Contract.

10.4. Certification of Load Carrying Capacity:

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

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

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

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

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

10.5. Vehicle Information:

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

10.6. Security of Debris during Hauling:

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

10.7. Traffic Control:

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

10.8. Workdays/Hours:

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

10.9. Hazardous and Industrial Wastes:

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

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

10.10. Stumps:

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

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

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

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

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

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

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

10.11. Work Safety:

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

10.12. Inspection and Testing:

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

10.13. Retention of Collection Equipment:

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

10.14. Chainsaw Crews:

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

10.15. Hazardous Trees:

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

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

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

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

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

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

10.16. Hanging Limbs:

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

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

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

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

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

10.17. Hand Loaded Collection Equipment:

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

10.18. Dead Animals:

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

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. Accountable Debris Load Forms:

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

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

At the option and request of the County, the Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

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

11.2. Reports:

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

11.2.1. Daily Reports:

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

11.2.2. Weekly Summaries:

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

11.2.3. Report Delivery:

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

11.2.4. Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contractor shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Contractor.

11.2.5. Additional Supporting Documentation:

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

11.2.6. Report Maintenance:

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

11.2.7. Contract File Maintenance:

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

12. PRICING AND PAYMENTS

12.1. Schedule of Values

12.1.1. Category A – Core Services includes pricing for debris removal; debris processing; debris disposal; stump extractions; hazardous limb removal; and storm damage tree removal.

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

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.

- Note 3 - For a multi-year contract, the prices shown in Category A will be adjusted on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published in the U.S. Department of Labor, Bureau of Labor Statistics as established in the CWUR0300SAO index.
- Note 4 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 5 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 6 - All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.
- Note 7 - Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

12.1.2. Category B – Specialty Removal and Restoration includes pricing for screening and hauling of sand/soil; removal of vehicles and vessels; sand raking and removal of dead fish/algae; beach/lake restoration; berm/beach construction; and canal shoreline restoration.

12.1.2.1. Activities within Category B require specific task authorizations and include all labor and management of tasks.

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

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 4 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 5 – Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

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

12.1.4. Category D – Equipment includes pricing for equipment used while performing disaster recovery services.

12.2. Billing Cycle:

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

12.3. Ineligible Work:

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

12.4. Eligibility Inspections:

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

12.5. Eligibility Determinations:

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

12.6. Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government. *In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.*

12.7. Specialized Services:

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

End of Detailed Specifications

EXHIBIT B

FEE SCHEDULE PRIMARY VENDOR

The Vendor is the Primary Vendor for services. The County shall contact the Primary Vendor first for services as detailed within the Scope of Work and Specifications. If the Primary Vendor is unable to fulfill the need or meet the timeline required, the County may contact the Secondary Vendor. Products and Services are to be charged in accordance with the unit price provided below.

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY A: CORE SERVICES			
SECTION 1: DEBRIS REMOVAL, PROCESSING AND DISPOSAL			
Item	Description	Unit of Measure	Unit Price
A1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS)	CY	\$ 7.95
A2	Debris Removal from Debris management Sites (DMS) and Hauling to Final Disposal Site (Note 1 & 2)	CY	\$ 4.20
A3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (Note 1 & 2)	CY	\$ 9.00
A4	Cost per mile for alternate disposal sites outside of Lee County. (Note 1 & 2)	Cost /Mile	\$ 40.00
A5	Management of Debris Management Sites (DMS) (Note 4&5)	CY	\$ 1.00
A6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site (Will Honor for C&D Compaction)	CY	\$ 2.90
A7	Processing (Burning) of Debris at DMS or Final Disposal Site	CY	\$ 1.50
A8	Pick Up and Haul of White Goods to Disposal Site within County (Note 1)	UNIT	\$ 60.00
A9	Pick Up and Disposal of Hazardous Material	LB	\$ 9.00
A10	Freon Management and Recycling (Note: 7)	UNIT	\$ 30.00
A11	Non Domestic Dead Animal Collection and Transportation to final disposal	EACH	\$ 25.00
SECTION 2: STUMP EXTRACTIONS			
Item	Description	Unit of Measure	Unit Price
A12	< 24 inch diameter (Note:7)	Per Stump	\$ 150.00
A13	> 24 inch diameter to 47.99 inch diameter (Note:7)	Per Stump	\$ 290.00
A14	48 inch diameter and greater (Note:7)	Per Stump	\$ 390.00
A15	On site stump grinding including filling hole with wood chips (Note:7)	Per Inch	\$ 15.00
SECTION 3: HAZARDOUS LIMB REMOVAL			
Item	Description	Unit of Measure	Unit Price
A16	>2 inches at the point of breakage, or whatever the current minimum is at the time of the storm event (Note:7)	Per Tree	\$ 70.00
SECTION 4: STORM DAMAGE TREE REMOVAL			
Item	Description	Unit of Measure	Unit Price
A17	Trees that require the "Climbing" and "Cut & Drop" method (e.g., trees over structures, homes, buildings, utilities or public ROW)		
	6" to 12.99" diameter	Per Tree	\$ 180.00
	13" to 23.99" diameter	Per Tree	\$ 280.00
	> 24" diameter	Per Tree	\$ 450.00
A18	Trees that can only be accessed by "Mechanized Equipment" (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)		
	6" to 12.99" diameter	Per Tree	\$ 85.00
	13" to 23.99" diameter	Per Tree	\$ 185.00
	> 24" diameter	Per Tree	\$ 300.00
A19	Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures		
	6" to 12.99" diameter	Per Tree	\$ 180.00
	13" to 23.99" diameter	Per Tree	\$ 280.00
	> 24" diameter	Per Tree	\$ 450.00
A20	Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure		
	6" to 12.99" diameter	Per Tree	\$ 85.00
	13" to 23.99" diameter	Per Tree	\$ 185.00
	> 24" diameter	Per Tree	\$ 300.00
NOTES - The following notes apply only to Category A within the Schedule of Values and only as identified in each individual line item			
1	Prices include disposal sites located in Lee County and at the Lee/Tendry Landfill in Felda FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.		
2	For out of county disposal sites (excluding the Lee/Tendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.		
3	For a multi-year contract, the prices shown in Category A would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CPIUR0300SA0) is the established index.		
4	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.		
5	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.		
6	All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.		
7	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.		

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY B: SPECIALTY REMOVAL AND RESTORATION			
SECTION 1: SPECIALTY REMOVAL (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.	CY	\$ 18.90
B2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2)	CY	\$ 14.00
B3	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2)	Unit	\$ 150.00
B4	Removal of eligible Vessel from (Land)	LF	\$ 80.00
B5	Demolition of Private Structure (NON-RACM)	CY	\$ 20.00
B6	Dead Fish and/or Algae, including removal and sand raking from beaches.	CY	\$ 4.00
SECTION 2: RESTORATION (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B7	Beach/Lake Restoration - Berm/Beach Construction	CY	\$ 36.00
B8	Canal Shoreline Restoration	LF	\$ 32.00
ADDITIONAL SERVICES		Unit of Measure	Unit Price
1	Waterway Debris Removal (Canals, Open Water, or Ditches) hauled to DMS or Final Disposal Site		
	Water Based Operations	CY	\$ 120.00
	Land Based Operations	CY	\$ 42.00
2	Collect and Haul E-Waste to DMS or Final Disposal Site	Unit	\$ 40.00
3	Debris Collection and Hauling to DMS from County Owned or Maintained Properties other than ROW	CY	\$ 18.00
4	Private Property Debris Remove, Hauled to DMS or Final Disposal Site	CY	\$ 15.60
5	Private Property Leaners and Hanger Removal (Cut and Drop)		
	Hangers	Tree	\$ 125.00
	Leaners	Tree	\$ 450.00
6	Rental and Operation of Barge and Tug - 110 x 30 - (plus fuel)	Per Day	\$ 12,500.00
	Mobilization for Barge and Tug	LS	\$ 40,000.00
	De-Mobilization for Barge and Tug	LS	\$ 40,000.00
NOTES - The following notes apply only to Category B within the Schedule of Values and only as identified in each individual line item			
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.		
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.		
3	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.		
4	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.		
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.		

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY C: SPECIALIZED LABOR AND WORK CREWS			
SECTION 1: SPECIALIZED LABOR			
Item	Description	Unit of Measure	Unit Price
C1	Field Supervisor with truck and cell phone	Hourly	\$ 65.00
C2	Administrative Assistant	Hourly	\$ 40.00
C3	Heavy Equipment Operator	Hourly	\$ 48.00
C4	Tool Operator (Chainsaw)	Hourly	\$ 48.00
C5	Laborer w/ small tools	Hourly	\$ 42.00
C6	Hazardous Material Worker w/ gear	Hourly	\$ 52.00
C7	Mechanic w/ truck and tools	Hourly	\$ 150.00
C8	Tree Climber w/ chainsaw and gear	Hourly	\$ 125.00
C9	22' - 31' Work Boat with Captain (Inclusive of Fuel, Mooring and Mobilization)	Per Boat / Per day	\$ 2,600.00
C10	Services of 2 - 4 Laborers per Vessel	Per Boat / Per day	\$ 1,200.00
SECTION 2: WORK CREWS (typical crew makeup for "First 70 Hours Operation")			
Item	Description	Unit of Measure	Unit Price
C11	WheelLoader w/ operator, 2.5 cy, Foreman with support vehicle and small equipment, Laborer w/ chainsaw & two (2) laborers with small tools	Hourly (entire crew)	\$ 295.00
SECTION 3: ADDITIONAL LABORERS			
Item	Description	Unit of Measure	Unit Price
C12	Project Manager	Hourly	\$ 80.00
C13	Safety Superintendent	Hourly	\$ 60.00
C14	Traffic Control Personnel	Hourly	\$ 40.00
C15	Project Engineer	Hourly	\$ 120.00
C16	Security Person (Unarmed)	Hourly	\$ 50.00
C17	Security Person (Armed)	Hourly	\$ 60.00
C18	Health / Safety or QC manager with Truck	Hourly	\$ 60.00

RFP220362BJB - DISASTER RECOVERY SERVICES						
CATEGORY D: EQUIPMENT						
SECTION 1: EQUIPMENT						
Item	Description	Specification	Capacity	Horse Power	Notes	Rate Per Hour
D1	Aerial Lift, Self Propelled	Max Platform Ht	37 ft	to 15	Articulated, telescoping, scissor	\$ 40.00
D2	Aerial Lift, Self Propelled	Max Platform Ht	60 ft	to 30	Articulated, telescoping, scissor	\$ 50.00
D3	Aerial Lift, Self Propelled	Max Platform Ht	70 ft	To 50	Articulated, telescoping, scissor	\$ 65.00
D4	Aerial Lift, Self Propelled	Max Platform Ht	125 ft	To 85	Articulated, telescoping, scissor	\$ 100.00
D5	Aerial Lift, Self Propelled	Max Platform Ht	150 ft	to 130	Articulated, telescoping, scissor	\$ 140.00
D6	Aerial Lift, Truck Mounted	Max Platform Ht	25 Ft		Articulated, telescoping, scissor	\$ 50.00
D7	Aerial Lift, Truck Mounted	Max Platform Ht	50 Ft		Articulated, telescoping, scissor	\$ 75.00
D8	Aerial Lift, Truck Mounted	Max Platform Ht	75 Ft		Articulated, telescoping, scissor	\$ 100.00
D9	Aerial Lift, Truck Mounted	Max Platform Ht	100 Ft		Articulated, telescoping, scissor	\$ 125.00
D10	Pavement	Weight	25 - 90 lbs			\$ 25.00
D11	Breaker, Pavement			to 70		\$ 35.00
D12	Breaker, Pavement			to 105		\$ 45.00
D13	Breaker, Pavement			to 137		\$ 55.00
D14	Breaker, Pavement					\$ 60.00
D15	Bucket, Clamshell	Capacity	1.0 CY			\$ 20.00
D16	Bucket, Clamshell	Capacity	2.5 CY			\$ 30.00
D17	Bucket, Clamshell	Capacity	5.0 CY			\$ 40.00
D18	Bucket, Clamshell	Capacity	7.5 CY			\$ 60.00
D19	Chain Saw	Bar Length	16 Inch			\$ 8.00
D20	Chain Saw	Bar Length	25 inch			\$ 8.00
D21	Chain Saw Pole	Bar Size	18 inch			\$ 8.00
D22	Chipper, Brush	Chipping Capacity	6 inch	to 35	Trailer mounted	\$ 50.00
D23	Chipper, Brush	Chipping Capacity	12 inch	to 60	Trailer mounted	\$ 75.00
D24	Chipper, Brush	Chipping Capacity	16 Inch	to 100	Trailer mounted	\$ 125.00
D25	Chipper, Brush	Chipping Capacity	18 inch	to 125	Trailer mounted	\$ 150.00
D26	Chipper, Brush	Chipping Capacity	18 inch	to 200	Trailer mounted	\$ 300.00

D27	Chipper, Brush	Chipping Capacity	19 inch	to 300	Trailer mounted	\$ 350.00
D28	Chipper, Brush	Chipping Capacity	19 inch	to 450	Trailer mounted	\$ 400.00
D29	Chipper, Brush	Chipping Capacity		to 650	Trailer mounted	\$ 450.00
D30	Crane	Max Lift Capacity	8 MT	to 80		\$ 120.00
D31	Crane	Max Lift Capacity	15 MT	to 150		\$ 140.00
D32	Crane	Max Lift Capacity	27 MT	to 200		\$ 160.00
D33	Crane	Max Lift Capacity	45 MT	to 300		\$ 200.00
D34	Crane	Max Lift Capacity	70 MT	to 350		\$ 300.00
D35	Crane	Max Lift Capacity	110 MY	to 450		\$ 400.00
D36	Crane, Truck mounted	Max Lift Capacity	17,600 lbs			\$ 150.00
D37	Crane, Truck mounted	Max Lift Capacity	33,000 lbs			\$ 200.00
D38	Crane, Truck mounted	Max Lift Capacity	60,000 lbs			\$ 300.00
D39	Crane, Truck mounted	Max Lift Capacity	120,000 lbs			\$ 400.00
D40	Fork Lift	Capacity	6000 lbs	to 60		\$ 50.00
D41	Fork Lift	Capacity	12,000 lbs	to 90		\$ 80.00
D42	Fork Lift	Capacity	18,000 lbs	to 140		\$ 120.00
D43	Fork Lift	Capacity	50,000 lbs	to 215		\$ 150.00
D44	Load, Skid-Steer	Operating Capacity	1000 lbs	to 35		\$ 135.00
D45	Load, Skid-Steer	Operating Capacity	2000 lbs	to 65		\$ 125.00
D46	Load, Skid-Steer	Operating Capacity	3000 lbs	to 85		\$ 125.00
D47	Load, Skid-Steer	Operating Capacity	4000 lbs	to 94		\$ 125.00
D48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ 125.00
D49	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ 135.00
D50	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ 145.00
D51	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ 155.00
D52	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ 165.00
D53	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ 175.00
D54	Loader, Wheel	Bucket Capacity	6 CY	To 305		\$ 185.00
D55	Loader, Wheel	Bucket Capacity	7 CY	To 360		\$ 195.00
D56	Loader, Wheel	Bucket Capacity	8 CY	To 415		\$ 205.00
D57	Loader, Wheel	Bucket Capacity	9 CY	To 470		\$ 215.00
D58	Loader, Wheel	Bucket Capacity	10 CY	To 530		\$ 225.00
D59	Loader-Backhoe, Wheel	Bucket Capacity	.05 CY	To 40	Loader and Backhoe bucket included	\$ 50.00
D60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and Backhoe bucket included	\$ 60.00
D61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and Backhoe bucket included	\$ 75.00
D62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and Backhoe bucket included	\$ 80.00
D63	Saw, Concrete	Blade Diameter	14 in	To 14		\$ 30.00
D64	Saw, Concrete	Blade Diameter	26 in	To 35		\$ 35.00
D65	Saw, Concrete	Blade Diameter	48 in	To 65		\$ 50.00

D66	Sweeper, Pavement			to 110		\$ 60.00
D67	Sweeper, Pavement			To 150		\$ 80.00
D68	Sweeper, Pavement			To 200		\$ 100.00
D69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	\$ 60.00
D70	Trailer, Dump	Capacity	30 CY			\$ 80.00
D71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	\$ 90.00
D72	Trailer, Equipment	Capacity	30 tons			\$ 120.00
D73	Trailer, Equipment	Capacity	40 tons			\$ 130.00
D74	Trailer, Equipment	Capacity	60 tons			\$ 150.00
D75	Trailer, Equipment	Capacity	120 tons			\$ 200.00
D76	Truck, Dump	Truck Capacity	8 CY	To 210		\$ 90.00
D77	Truck, Dump	Truck Capacity	10 CY	To 235		\$ 95.00
D78	Truck, Dump	Truck Capacity	12 CY	To 255		\$ 105.00
D79	Truck, Dump	Truck Capacity	18 CY	To 330		\$ 110.00
D80	Truck, Dump	Truck Capacity	28 CY	To 400		\$ 125.00
D81	Truck, Dump	Truck Capacity	40 CY	To 460		\$ 130.00
D82	Truck, Dump	Truck Capacity	50 CY	To 620		\$ 140.00
D83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs	To 150		\$ 60.00
D84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs	To 180		\$ 70.00
D85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs	To 215		\$ 80.00
D86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs	To 250		\$ 90.00
D87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs	To 300		\$ 100.00
D88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		\$ 150.00
D89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		\$ 175.00
D90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$ 120.00
D91	Truck, Pickup			To 130		\$ 40.00
D92	Truck, Pickup			To 180		\$ 45.00
D93	Truck, Pickup			To 230		\$ 45.00
D94	Truck, Pickup			To 280		\$ 45.00
D95	Truck, Tractor			To 210		\$ 90.00
D96	Truck, Tractor			To 265		\$ 100.00
D97	Truck, Tractor			To 310		\$ 110.00
D98	Truck, Tractor			To 350		\$ 130.00
D99	Tub Grinder			To 400		\$ 250.00
D100	Tub Grinder			To 500		\$ 300.00
D101	Tub Grinder			To 600		\$ 350.00
D102	Tub Grinder			To 700		\$ 400.00
D103	Tub Grinder			To 800		\$ 450.00
D104	Tub Grinder			To 900		\$ 500.00
D105	Tub Grinder			To 1,000		\$ 550.00

D106	Light Tower	with 4 500 watt light	w/ 10kw power unit	13.5	Trailer mounted	\$ 170.00
D107	Light Tower					\$ 30.00
D108	All Terrain Vehicle	6- wheel				\$ 50.00
D109	All Terrain Vehicle	4-Wheel - 24"	250cc	15-17		\$ 60.00
D110	All Terrain Vehicle	4-Wheel - 24"	300cc	18-20		\$ 70.00
D111	All Terrain Vehicle	4-Wheel - 24"	400cc	26-28		\$ 80.00
D112	Graders	Moldboard Size	10 FT	to 110	Includes Rigid and Articulate equipment	\$ 50.00
D113	Graders	Moldboard Size	12 FT	To 150	Includes Rigid and Articulate equipment	\$ 65.00
D114	Graders	Moldboard Size	14 Ft	To 225	Includes Rigid and Articulate equipment	\$ 75.00
D115	Powerscreen	1400				\$ 175.00
D116	Powerscreen	1700				\$ 200.00
D117	Powerscreen	2100				\$ 225.00
D118	Stacking Conveyor	30 x 60 Portable Hydraulic			Complete Road package	\$ 50.00
D119	Water Truck	Tank Capacity	2500 Gal	to 175	Include pump and rear spray	\$ 130.00
D120	Water Truck	Tank Capacity	4000 Gal	to 250	Include pump and rear spray	\$ 140.00
D121	Loader - Tractor Knuckle boom	Model Barko	595 ML	To 240		\$ 140.00
D122	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate	\$ 325.00
D123	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	\$ 425.00
D124	Clamshell & Dragline, Truck			to 240	Bucket not included in rate	\$ 325.00

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Pollution Liability

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

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

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

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

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

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

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

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

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

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

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Verification of Coverage:

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

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.***
 - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

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

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EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

Signature

STATE OF _____
COUNTY OF _____

Name/Title

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

Type of Identification

[Stamp/seal required]

Signature, Notary Public

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed. Not all tasks will be assigned for all events. Services shall include but are not limited to: Large and small scale debris removal projects, separation, staging, disposal, demolition work, vegetative and construction and demolition debris removal, hazardous waste handling, hazardous tree trimming and removal, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scopes of work as described herein.
- 1.2. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.317-326 as updated and where applicable.

2. DEFINITIONS

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.
- **Storm Litter** - Debris such as leaves and small twigs that would normally require hand raking to collect. Does not include debris easily picked up by hand.
- **Government** - The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1. The Contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the Contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County’s emergency management and recovery personnel at no additional charge to the County.
- 3.2. The Contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.
- 3.3. The selected Contractor(s) shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. The Contractors shall be familiar with the County’s approved debris management plan.
- 3.4. No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

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

- 4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.
- 4.2 The County, upon contacting the Contractor, will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.
- 4.4 The Contractor shall be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the Contractor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR

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

6. SCOPE OF WORK

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

- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

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

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

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

6.2. Emergency Push / Road Clearance:

If directed by the County, Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 8.2. Once this task is accomplished, the following additional tasks shall begin as required.

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

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 9.5.

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

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

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

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

6.6. Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

6.7. Disaster Recovery Technical Assistance:

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

6.8. Vegetative Debris Reduction:

Contractor shall reduce the vegetative debris prior to taking it to the County's designated final site(s). This shall be performed through either a burning or chipping process. The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day. Direct hauling of vegetative debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a DMS, will not require reduction and will not be subject to site management or reduction fees.

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

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

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

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc. When directed and due to C&D volumes that justify the use of a DMS, the County will work with the Contractor and FDEP to establish an approved DMS suitable for C&D, including detailed site plans and required environmental protection protocols including but not limited to pre and post use monitoring prior to the use of a DMS for the staging, recycling, and reduction of C&D debris. Cost for environmental monitoring or testing shall be a pass through to the County without profit unless otherwise agreed or initiated and managed by the County. The method of size reduction shall be determined based on the material make-up and the fees for reduction shall be based on the type of equipment used as quoted or as allowed per negotiation for non-quoted specialty equipment.

6.11. Specialized Crews:

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

7. PERFORMANCE OF SERVICES

7.1. Description of Service:

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

7.2. Cost of Services:

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

7.3. Sub-Contractor(s):

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

8. STANDARDS OF PERFORMANCE

8.1. Contractor Representative:

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

8.2. Mobilization:

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

8.3. Time to Complete:

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

8.4. Completion of Work:

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

9. GENERAL RESPONSIBILITIES

9.1. County Obligations:

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

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

9.2. Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

9.3. Supervision by Contractor:

Contractor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Contractors. Contractor is solely responsible for all means, methods, techniques, safety, and other procedures.

Contractor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above. Contractor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.

9.4. Damages by Contractor:

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

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

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

9.6. Contractor's Ownership of Debris:

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

9.7. Contractor's Disposal of Debris:

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

9.8. Debris Management Site (DMS):

9.8.1. Site Setup:

Prior to beginning operation at a debris management site, the condition of the site shall be photographed, or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor, and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.8.2.Site Operation:

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

9.8.3.Site Remediation:

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 9.4.

9.8.4.Site Security:

Contractor shall supply twenty-four (24) hours per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the Contractor and must be disposed of lawfully and without additional costs to the County.

9.8.5. Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

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

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

9.8.6. DMS Debris Removal Operations Plan and Environmental Protection Plan

Contractor shall provide within 90 days of execution of this contract, their generic site management plan. Once the debris management site is selected for use, the CONTRACTOR shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Contractor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

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

9.8.7. Debris Processing and Classification:

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

9.8.8. Generated Hazardous Waste Abatement:

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

9.8.9. Debris Disposal:

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

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

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

9.8.10. Debris Monitoring Assistance:

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

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

9.8.11. Training:

Contractor shall provide training annually. Training shall take place for a minimum of one (1) day, for up to eight (8) hours of on-site. Training shall consist of pre-strike training for County field and supervisory personnel.

10. SCOPE OF SERVICES

10.1. Geographic Assignment:

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

10.2. Multiple, Scheduled Passes:

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

10.3. Operation of Equipment:

Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractor's responsibility and repaired at no additional cost to the County as outlined in section 9.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.6 of this Contract.

10.4. Certification of Load Carrying Capacity:

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

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

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

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

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

10.5. Vehicle Information:

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

10.6. Security of Debris during Hauling:

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

10.7. Traffic Control:

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

10.8. Workdays/Hours:

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

10.9. Hazardous and Industrial Wastes:

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

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

10.10. Stumps:

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

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

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

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

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

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

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

10.11. Work Safety:

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

10.12. Inspection and Testing:

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

10.13. Retention of Collection Equipment:

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

10.14. Chainsaw Crews:

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

10.15. Hazardous Trees:

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

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

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

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

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

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

10.16. Hanging Limbs:

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

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

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

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

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

10.17. Hand Loaded Collection Equipment:

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

10.18. Dead Animals:

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

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. Accountable Debris Load Forms:

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

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

At the option and request of the County, the Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

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

11.2. Reports:

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

11.2.1. Daily Reports:

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

11.2.2. Weekly Summaries:

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

11.2.3. Report Delivery:

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

11.2.4. Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contractor shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Contractor.

11.2.5. Additional Supporting Documentation:

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

11.2.6. Report Maintenance:

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

11.2.7. Contract File Maintenance:

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

12. PRICING AND PAYMENTS

12.1. Schedule of Values

12.1.1. Category A – Core Services includes pricing for debris removal; debris processing; debris disposal; stump extractions; hazardous limb removal; and storm damage tree removal.

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

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.

- Note 3 - For a multi-year contract, the prices shown in Category A will be adjusted on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published in the U.S. Department of Labor, Bureau of Labor Statistics as established in the CWUR0300SAO index.
- Note 4 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 5 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 6 - All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.
- Note 7 - Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

12.1.2. Category B – Specialty Removal and Restoration includes pricing for screening and hauling of sand/soil; removal of vehicles and vessels; sand raking and removal of dead fish/algae; beach/lake restoration; berm/beach construction; and canal shoreline restoration.

12.1.2.1. Activities within Category B require specific task authorizations and include all labor and management of tasks.

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

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 4 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 5 – Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

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

12.1.4. Category D – Equipment includes pricing for equipment used while performing disaster recovery services.

12.2. Billing Cycle:

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

12.3. Ineligible Work:

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

12.4. Eligibility Inspections:

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

12.5. Eligibility Determinations:

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

12.6. Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government. *In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.*

12.7. Specialized Services:

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

End of Detailed Specifications

EXHIBIT B

FEE SCHEDULE PRIMARY VENDOR

The Vendor is the Primary Vendor for services. The County shall contact the Primary Vendor first for services as detailed within the Scope of Work and Specifications. If the Primary Vendor is unable to fulfill the need or meet the timeline required, the County may contact the Secondary Vendor. Products and Services are to be charged in accordance with the unit price provided below.

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY A: CORE SERVICES			
SECTION 1: DEBRIS REMOVAL, PROCESSING AND DISPOSAL			
Item	Description	Unit of Measure	Unit Price
A1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS)	CY	\$ 7.95
A2	Debris Removal from Debris management Sites (DMS) and Hauling to Final Disposal Site (Note 1 & 2)	CY	\$ 4.20
A3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (Note 1 & 2)	CY	\$ 9.00
A4	Cost per mile for alternate disposal sites outside of Lee County. (Note 1 & 2)	Cost /Mile	\$ 40.00
A5	Management of Debris Management Sites (DMS) (Note 4&5)	CY	\$ 1.00
A6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site	CY	\$ 2.90
A7	Processing (Burning) of Debris at DMS or Final Disposal Site	CY	\$ 1.50
A8	Pick Up and Haul of White Goods to Disposal Site within County (Note 1)	UNIT	\$ 60.00
A9	Pick Up and Disposal of Hazardous Material	LB	\$ 9.00
A10	Freon Management and Recycling (Note: 7)	UNIT	\$ 30.00
A11	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	\$ 25.00
SECTION 2: STUMP EXTRACTIONS			
Item	Description	Unit of Measure	Unit Price
A12	< 24 inch diameter (Note:7)	Per Stump	\$ 150.00
A13	> 24 inch diameter to 47.99 inch diameter (Note:7)	Per Stump	\$ 290.00
A14	48 inch diameter and greater (Note:7)	Per Stump	\$ 390.00
A15	On site stump grinding including filling hole with wood chips (Note:7)	Per Inch	\$ 15.00
SECTION 3: HAZARDOUS LIMB REMOVAL			
Item	Description	Unit of Measure	Unit Price
A16	>24 inch diameter to 47.99 inch diameter (Note:7)	Per Tree	\$ 70.00
SECTION 4: STORM DAMAGE TREE REMOVAL			
Item	Description	Unit of Measure	Unit Price
A17	Trees that require the "Climbing" and "Cut & Drop" method (e.g., trees over structures, homes, buildings, utilities or public ROW)		
	6" to 12.99" diameter	Per Tree	\$ 180.00
	13" to 23.99" diameter	Per Tree	\$ 280.00
	> 24" diameter	Per Tree	\$ 450.00
A18	Trees that can only be accessed by "Mechanized Equipment" (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)		
	6" to 12.99" diameter	Per Tree	\$ 85.00
	13" to 23.99" diameter	Per Tree	\$ 185.00
	> 24" diameter	Per Tree	\$ 300.00
A19	Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures		
	6" to 12.99" diameter	Per Tree	\$ 180.00
	13" to 23.99" diameter	Per Tree	\$ 280.00
	> 24" diameter	Per Tree	\$ 450.00
A20	Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure		
	6" to 12.99" diameter	Per Tree	\$ 85.00
	13" to 23.99" diameter	Per Tree	\$ 185.00
	> 24" diameter	Per Tree	\$ 300.00
NOTES - The following notes apply only to Category A within the Schedule of Values and only as identified in each individual line item			
1	Prices include disposal sites located in Lee County and at the Lee/Handy Landfill in Felda FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.		
2	For out of county disposal sites (excluding the Lee/Handy Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.		
3	For a multi-year contract, the prices shown in Category A would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWL803005AO) is the established index.		
4	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.		
5	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.		
6	All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.		
7	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.		

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY B: SPECIALTY REMOVAL AND RESTORATION			
SECTION 1: SPECIALTY REMOVAL (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.	CY	\$ 18.90
B2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2)	CY	\$ 14.00
B3	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2)	Unit	\$ 150.00
B4	Removal of eligible Vessel from (Land)	LF	\$ 80.00
B5	Demolition of Private Structure	CY	\$ 20.00
B6	Dead Fish and/or Algae, including removal and sand raking from beaches.	CY	\$ 4.00
SECTION 2: RESTORATION (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B7	Beach/Lake Restoration - Berm/Beach Construction	CY	\$ 36.00
B8	Canal Shoreline Restoration	LF	\$ 32.00
ADDITIONAL SERVICES		Unit of Measure	Unit Price
1	Waterway Debris Removal (Canals, Open Water, or Ditches) hauled to DMS or Final Disposal Site		
	Water Based Operations	CY	\$ 120.00
	Land Based Operations	CY	\$ 42.00
2	Collect and Haul E-Waste to DMS or Final Disposal Site	Unit	\$ 40.00
3	Debris Collection and Hauling to DMS from County Owned or Maintained Properties other than ROW	CY	\$ 18.00
4	Private Property Debris Remove, Hauled to DMS or Final Disposal Site	CY	\$ 15.60
5	Private Property Leaners and Hanger Removal (Cut and Drop)		
	Hangers	Tree	\$ 125.00
	Leaners	Tree	\$ 450.00
NOTES - The following notes apply only to Category B within the Schedule of Values and only as identified in each individual line item			
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.		
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.		
3	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.		
4	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.		
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.		

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY C: SPECIALIZED LABOR AND WORK CREWS			
SECTION 1: SPECIALIZED LABOR			
Item	Description	Unit of Measure	Unit Price
C1	Field Supervisor with truck and cell phone	Hourly	\$ 65.00
C2	Administrative Assistant	Hourly	\$ 40.00
C3	Heavy Equipment Operator	Hourly	\$ 48.00
C4	Tool Operator (Chainsaw)	Hourly	\$ 48.00
C5	Laborer w/ small tools	Hourly	\$ 42.00
C6	Hazardous Material Worker w/ gear	Hourly	\$ 52.00
C7	Mechanic w/ truck and tools	Hourly	\$ 150.00
C8	Tree Climber w/ chainsaw and gear	Hourly	\$ 125.00
C9	22' - 31' Work Boat with Captain (Inclusive of Fuel, Mooring and Mobilization)	Per Boat / Per day	\$ 2,600.00
C10	Services of 2 - 4 Laborers per Vessel	Per Boat / Per day	\$ 1,200.00
SECTION 2: WORK CREWS (typical crew makeup for "First 70 Hours Operation")			
Item	Description	Unit of Measure	Unit Price
C11	WheelLoader w/ operator, 2.5 cy, Foreman with support vehicle and small equipment, Laborer w/ chainsaw & two (2) laborers with small tools	Hourly (entire crew)	\$ 295.00
SECTION 3: ADDITIONAL LABORERS			
Item	Description	Unit of Measure	Unit Price
C12	Project Manager	Hourly	\$ 80.00
C13	Safety Superintendent	Hourly	\$ 60.00
C14	Traffic Control Personnel	Hourly	\$ 40.00
C15	Project Engineer	Hourly	\$ 120.00
C16	Security Person (Unarmed)	Hourly	\$ 50.00
C17	Security Person (Armed)	Hourly	\$ 60.00
C18	Health / Safety or QC manager with Truck	Hourly	\$ 60.00

RFP220362BJB - DISASTER RECOVERY SERVICES						
CATEGORY D: EQUIPMENT						
SECTION 1: EQUIPMENT						
Item	Description	Specification	Capacity	Horse Power	Notes	Rate Per Hour
D1	Aerial Lift, Self Propelled	Max Platform Ht	37 ft	to 15	Articulated, telescoping, scissor	\$ 40.00
D2	Aerial Lift, Self Propelled	Max Platform Ht	60 ft	to 30	Articulated, telescoping, scissor	\$ 50.00
D3	Aerial Lift, Self Propelled	Max Platform Ht	70 ft	To 50	Articulated, telescoping, scissor	\$ 65.00
D4	Aerial Lift, Self Propelled	Max Platform Ht	125 ft	To 85	Articulated, telescoping, scissor	\$ 100.00
D5	Aerial Lift, Self Propelled	Max Platform Ht	150 ft	to 130	Articulated, telescoping, scissor	\$ 140.00
D6	Aerial Lift, Truck Mounted	Max Platform Ht	25 Ft		Articulated, telescoping, scissor	\$ 50.00
D7	Aerial Lift, Truck Mounted	Max Platform Ht	50 Ft		Articulated, telescoping, scissor	\$ 75.00
D8	Aerial Lift, Truck Mounted	Max Platform Ht	75 Ft		Articulated, telescoping, scissor	\$ 100.00
D9	Aerial Lift, Truck Mounted	Max Platform Ht	100 Ft		Articulated, telescoping, scissor	\$ 125.00
D10	Pavement	Weight	25 - 90 lbs			\$ 25.00
D11	Breaker, Pavement			to 70		\$ 35.00
D12	Breaker Pavement			to 105		\$ 45.00
D13	Breaker, Pavement			to 137		\$ 55.00
D14	Breaker, Pavement					\$ 60.00
D15	Bucket, Clamshell	Capacity	1.0 CY			\$ 20.00
D16	Bucket, Clamshell	Capacity	2.5 CY			\$ 30.00
D17	Bucket, Clamshell	Capacity	5.0 CY			\$ 40.00
D18	Bucket, Clamshell	Capacity	7.5 CY			\$ 60.00
D19	Chain Saw	Bar Length	16 Inch			\$ 8.00
D20	Chain Saw	Bar Length	25 inch			\$ 8.00
D21	Chain Saw Pole	Bar Size	18 inch			\$ 8.00
D22	Chipper, Brush	Chipping Capacity	6 inch	to 35	Trailer mounted	\$ 50.00
D23	Chipper, Brush	Chipping Capacity	12 inch	to 60	Trailer mounted	\$ 75.00
D24	Chipper, Brush	Chipping Capacity	16 Inch	to 100	Trailer mounted	\$ 125.00
D25	Chipper, Brush	Chipping Capacity	18 inch	to 125	Trailer mounted	\$ 150.00
D26	Chipper, Brush	Chipping Capacity	18 inch	to 200	Trailer mounted	\$ 300.00

D27	Chipper, Brush	Chipping Capacity	19 inch	to 300	Trailer mounted	\$ 350.00
D28	Chipper, Brush	Chipping Capacity	19 inch	to 450	Trailer mounted	\$ 400.00
D29	Chipper, Brush	Chipping Capacity		to 650	Trailer mounted	\$ 450.00
D30	Crane	Max Lift Capacity	8 MT	to 80		\$ 120.00
D31	Crane	Max Lift Capacity	15 MT	to 150		\$ 140.00
D32	Crane	Max Lift Capacity	27 MT	to 200		\$ 160.00
D33	Crane	Max Lift Capacity	45 MT	to 300		\$ 200.00
D34	Crane	Max Lift Capacity	70 MT	to 350		\$ 300.00
D35	Crane	Max Lift Capacity	110 MY	to 450		\$ 400.00
D36	Crane, Truck mounted	Max Lift Capacity	17,600 lbs			\$ 150.00
D37	Crane, Truck mounted	Max Lift Capacity	33,000 lbs			\$ 200.00
D38	Crane, Truck mounted	Max Lift Capacity	60,000 lbs			\$ 300.00
D39	Crane, Truck mounted	Max Lift Capacity	120,000 lbs			\$ 400.00
D40	Fork Lift	Capacity	6000 lbs	to 60		\$ 50.00
D41	Fork Lift	Capacity	12,000 lbs	to 90		\$ 80.00
D42	Fork Lift	Capacity	18,000 lbs	to 140		\$ 120.00
D43	Fork Lift	Capacity	50,000 lbs	to 215		\$ 150.00
D44	Load, Skid-Steer	Operating Capacity	1000 lbs	to 35		\$ 135.00
D45	Load, Skid-Steer	Operating Capacity	2000 lbs	to 65		\$ 125.00
D46	Load, Skid-Steer	Operating Capacity	3000 lbs	to 85		\$ 125.00
D47	Load, Skid-Steer	Operating Capacity	4000 lbs	to 94		\$ 125.00
D48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ 125.00
D49	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ 135.00
D50	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ 145.00
D51	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ 155.00
D52	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ 165.00
D53	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ 175.00
D54	Loader, Wheel	Bucket Capacity	6 CY	To 305		\$ 185.00
D55	Loader, Wheel	Bucket Capacity	7 CY	To 360		\$ 195.00
D56	Loader, Wheel	Bucket Capacity	8 CY	To 415		\$ 205.00
D57	Loader, Wheel	Bucket Capacity	9 CY	To 470		\$ 215.00
D58	Loader, Wheel	Bucket Capacity	10 CY	To 530		\$ 225.00
D59	Loader-Backhoe, Wheel	Bucket Capacity	.05 CY	To 40	Loader and Backhoe bucket included	\$ 50.00
D60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and Backhoe bucket included	\$ 60.00
D61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and Backhoe bucket included	\$ 75.00
D62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and Backhoe bucket included	\$ 80.00
D63	Saw, Concrete	Blade Diameter	14 in	To 14		\$ 30.00
D64	Saw, Concrete	Blade Diameter	26 in	To 35		\$ 35.00
D65	Saw, Concrete	Blade Diameter	48 in	To 65		\$ 50.00

D66	Sweeper, Pavement			to 110		\$ 60.00
D67	Sweeper, Pavement			To 150		\$ 80.00
D68	Sweeper, Pavement			To 200		\$ 100.00
D69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	\$ 60.00
D70	Trailer, Dump	Capacity	30 CY			\$ 80.00
D71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	\$ 90.00
D72	Trailer, Equipment	Capacity	30 tons			\$ 120.00
D73	Trailer, Equipment	Capacity	40 tons			\$ 130.00
D74	Trailer, Equipment	Capacity	60 tons			\$ 150.00
D75	Trailer, Equipment	Capacity	120 tons			\$ 200.00
D76	Truck, Dump	Truck Capacity	8 CY	To 210		\$ 90.00
D77	Truck, Dump	Truck Capacity	10 CY	To 235		\$ 95.00
D78	Truck, Dump	Truck Capacity	12 CY	To 255		\$ 105.00
D79	Truck, Dump	Truck Capacity	18 CY	To 330		\$ 110.00
D80	Truck, Dump	Truck Capacity	28 CY	To 400		\$ 125.00
D81	Truck, Dump	Truck Capacity	40 CY	To 460		\$ 130.00
D82	Truck, Dump	Truck Capacity	50 CY	To 620		\$ 140.00
D83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs	To 150		\$ 60.00
D84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs	To 180		\$ 70.00
D85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs	To 215		\$ 80.00
D86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs	To 250		\$ 90.00
D87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs	To 300		\$ 100.00
D88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		\$ 150.00
D89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		\$ 175.00
D90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$ 120.00
D91	Truck, Pickup			To 130		\$ 40.00
D92	Truck, Pickup			To 180		\$ 45.00
D93	Truck, Pickup			To 230		\$ 45.00
D94	Truck, Pickup			To 280		\$ 45.00
D95	Truck, Tractor			To 210		\$ 90.00
D96	Truck, Tractor			To 265		\$ 100.00
D97	Truck, Tractor			To 310		\$ 110.00
D98	Truck, Tractor			To 350		\$ 130.00
D99	Tub Grinder			To 400		\$ 250.00
D100	Tub Grinder			To 500		\$ 300.00
D101	Tub Grinder			To 600		\$ 350.00
D102	Tub Grinder			To 700		\$ 400.00
D103	Tub Grinder			To 800		\$ 450.00
D104	Tub Grinder			To 900		\$ 500.00
D105	Tub Grinder			To 1,000		\$ 550.00

D106	Light Tower	with 4 500 watt light	w/ 10kw power unit	13.5	Trailer mounted	\$ 170.00
D107	Light Tower					\$ 30.00
D108	All Terrain Vehicle	6- wheel				\$ 50.00
D109	All Terrain Vehicle	4-Wheel - 24"	250cc	15-17		\$ 60.00
D110	All Terrain Vehicle	4-Wheel - 24"	300cc	18-20		\$ 70.00
D111	All Terrain Vehicle	4-Wheel - 24"	400cc	26-28		\$ 80.00
D112	Graders	Moldboard Size	10 FT	to 110	Includes Rigid and Articulate equipment	\$ 50.00
D113	Graders	Moldboard Size	12 FT	To 150	Includes Rigid and Articulate equipment	\$ 65.00
D114	Graders	Moldboard Size	14 Ft	To 225	Includes Rigid and Articulate equipment	\$ 75.00
D115	Powerscreen	1400				\$ 175.00
D116	Powerscreen	1700				\$ 200.00
D117	Powerscreen	2100				\$ 225.00
D118	Stacking Conveyor	30 x 60 Portable Hydraulic			Complete Road package	\$ 50.00
D119	Water Truck	Tank Capacity	2500 Gal	to 175	Include pump and rear spray	\$ 130.00
D120	Water Truck	Tank Capacity	4000 Gal	to 250	Include pump and rear spray	\$ 140.00
D121	Loader - Tractor Knuckle boom	Model Barko	595 ML	To 240		\$ 140.00
D122	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate	\$ 325.00
D123	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	\$ 425.00
D124	Clamshell & Dragline, Truck			to 240	Bucket not included in rate	\$ 325.00

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Pollution Liability

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

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

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

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

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

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

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

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

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

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

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Verification of Coverage:

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

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.***
 - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

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

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EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

Signature

STATE OF _____
COUNTY OF _____

Name/Title

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

Type of Identification

[Stamp/seal required]

Signature, Notary Public



Advertise Date: Friday, July 01, 2022

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP220362BJB

Solicitation

Name:

Disaster Recovery Services for Lee County

Open

Date/Time:

Tuesday, August 02, 2022

Time: 2:30 PM

Location:

Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Procurement

Contact:

Brian Boehs

Title Procurement Analyst

Phone:

(239) 533-8887

Email:

bboehs@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

FEMA

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



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

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

RFP220362BJB – Disaster Recovery Services 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, 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 Tuesday, August 02, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st 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. Vendors who obtain scope of services from sources other than 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. 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.

Brian Boehs, bboehs@LeeGov.com

Sincerely,

A blue ink signature of Adam Brooke, consisting of stylized initials and a surname.

Adam Brooke, CPPO, CPPB
Procurement Manager

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

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Terms and Conditions
Request for Proposal

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Ordinance 22-06
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations, or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

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- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
 - 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
 - 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
 - 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

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- 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

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

7. PRE-SOLICITATION CONFERENCE

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

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warrantied 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.

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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.

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- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
15. CONFLICT OF INTEREST
- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 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.
18. FLORIDA CERTIFIED ENTERPRISES
- 18.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.
19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of

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2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability, or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability, or marital status.
 - 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. SUB-PROPOSER/CONSULTANT
- 20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.
21. RFP - PROJECT GUIDELINES
- 21.1. 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:
 - 21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 21.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 21.1.3. 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.
 - 21.1.4. 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.
 - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 21.1.6. 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.
22. RFP – EVALUATION
- 22.1. **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").
 - 22.2. **Evaluation Meeting(s):**
 - 22.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 22.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.

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- 22.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 22.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

23. RFP – SELECTION PROCEDURE

- 23.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 23.3. 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.
- 23.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 23.4.1. Make award(s) to one or multiple proposers.
 - 23.4.2. Waive minor informalities in any response;
 - 23.4.3. Reject any and all proposals with or without cause;
 - 23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

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 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 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 – EVALUATION/ SELECTION COMMITTEE

- 25.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 25.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

26. WITHDRAWAL OF PROPOSAL

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- 26.1. 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.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. 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:
 - 26.3.1. The proposer acted in good faith in submitting the proposal,
 - 26.3.2. 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,
 - 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

27. PROTEST RIGHTS

- 27.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 27.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 27.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 27.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond” and “Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 27.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 28.1. 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.

29. CONTRACT ADMINISTRATION

- 29.1. **Designated Contact:**
 - 29.1.1. 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.
 - 29.1.2. 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.

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- 29.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 29.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 29.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 29.3. **RFP – Basis of Award:**
- 29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 29.4. **Agreement/Contract:**
- 29.4.1. 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>.
- 29.5. **Records:**
- 29.5.1. 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.
- 29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 29.5.2.1. Keep and maintain public records required by the County to perform the service.
- 29.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 29.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 29.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.
- 29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

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29.5.4. **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.

29.6. **Termination:**

- 29.6.1. 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.
- 29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
- 29.6.3. 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.
- 29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 29.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 29.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel – beginning October 1, 2016.

30. WAIVER OF CLAIMS

- 30.1. 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.

31. LEE COUNTY PAYMENT PROCEDURES

- 31.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 31.3. 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.
- 31.4. 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.

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

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

33. DEBRIS DISPOSAL (if applicable)

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- 33.1. 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.
34. SHIPPING (if applicable)
- 34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 34.2. 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.
35. LOCAL VENDOR PREFERENCE
- 35.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 35.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 35.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
36. INSURANCE (AS APPLICABLE)
- 36.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section

**PROJECT FUNDING PACKAGE
EXHIBIT E
INSURANCE REQUIREMENTS**



**Lee County Insurance Requirements
including Pollution Liability**

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

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

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

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

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

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

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

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

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

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

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Verification of Coverage:

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

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***
 - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

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

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End of Insurance Guide section

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

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317 through 200.326.
- 1.2 CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

3. MAINTENANCE OF RECORDS

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

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- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.

4. DHS SEAL, LOGO, AND FLAGS

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

5. LOCAL VENDOR PREFERENCE EXCLUSION:

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

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

- 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

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

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9. SUBCONTRACTS

- 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

10. CONFLICT OF INTEREST

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

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

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

12. ENERGY POLICY AND CONSERVATION ACT

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

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

- 13.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 13.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 13.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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- 13.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 13.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.6. Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

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

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

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

- 15.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 16.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 16.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

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17. SUSPENSION AND DEBARMENT

- 17.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 17.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 17.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 17.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. RECOVERED MATERIALS

- 18.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 18.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

19. REMEDIES

- 19.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 19.1.1. Withhold or suspend payment of all or any part of a request for payment.
- 19.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- 19.1.3. Exercise any corrective or remedial actions, to include but not be limited to:

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

20. OTHER REMEDIES AND RIGHTS

- 20.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.
- 20.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

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

- 21.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 21.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 21.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary

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to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

22. CLEAN AIR ACT

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

23. FEDERAL WATER POLLUTION CONTROL ACT

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

24. BYRD ANTI-LOBBYING AMENDMENT

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

End of Supplemental Conditions

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SPECIAL CONDITIONS**

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

1. PROJECT TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) five-year (5) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed five (5) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. FEMA REIMBURSEMENT

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

3. CONTRACT TYPE

3.1. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by issuance of a County Purchase Order (PO) or equivalent work authorization, by and the discretion of the County. The County reserves the right to provide additional project or service clarifications with the issuance of the work authorization.

3.2. As a labor only contract, this contract shall be considered a time and materials contract. As such, each work authorization issued shall contain a not-to-exceed amount. At any time should the Vendor exceed the notated not-to-exceed amount without prior written authorization to do so by the County, all such costs exceeding the noted not-to exceed amount shall be at the risk of the Vendor and may not be charged to the County.

4. COST BREAKDOWN NOTICE

4.1. Upon request of the County, the Vendor may be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

5. LOCAL VENDOR PREFERENCE EXCLUSION:

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

6. PERFORMANCE AND PAYMENT BOND

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

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7. COPYRIGHTED MATERIAL

- 7.1. Copyrighted material will be accepted as part of a proposal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public.

End of Special Conditions

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DETAILED SPECIFICATIONS**

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed. Not all tasks will be assigned for all events. Services shall include but are not limited to: Large and small scale debris removal projects, separation, staging, disposal, demolition work, vegetative and construction and demolition debris removal, hazardous waste handling, hazardous tree trimming and removal, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scopes of work as described herein.
- 1.2. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.317-326 as updated and where applicable.

2. DEFINITIONS

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.
- **Storm Litter** - Debris such as leaves and small twigs that would normally require hand raking to collect. Does not include debris easily picked up by hand.
- **Government** - The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1. The Contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the Contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County’s emergency management and recovery personnel at no additional charge to the County.
- 3.2. The Contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.
- 3.3. The selected Contractor(s) shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. The Contractors shall be familiar with the County’s approved debris management plan.
- 3.4. No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

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

- 4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.
- 4.2 The County, upon contacting the Contractor, will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.
- 4.4 The Contractor shall be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the Contractor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR

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

6. SCOPE OF WORK

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

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- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

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

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

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

6.2. Emergency Push / Road Clearance:

If directed by the County, Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 8.2. Once this task is accomplished, the following additional tasks shall begin as required.

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

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 9.5.

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

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

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

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

6.6. Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

6.7. Disaster Recovery Technical Assistance:

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

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6.8. Vegetative Debris Reduction:

Contractor shall reduce the vegetative debris prior to taking it to the County's designated final site(s). This shall be performed through either a burning or chipping process. The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day. Direct hauling of vegetative debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a DMS, will not require reduction and will not be subject to site management or reduction fees.

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

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

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

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc. When directed and due to C&D volumes that justify the use of a DMS, the County will work with the Contractor and FDEP to establish an approved DMS suitable for C&D, including detailed site plans and required environmental protection protocols including but not limited to pre and post use monitoring prior to the use of a DMS for the staging, recycling, and reduction of C&D debris. Cost for environmental monitoring or testing shall be a pass through to the County without profit unless otherwise agreed or initiated and managed by the County. The method of size reduction shall be determined based on the material make-up and the fees for reduction shall be based on the type of equipment used as quoted or as allowed per negotiation for non-quoted specialty equipment.

6.11. Specialized Crews:

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

7. PERFORMANCE OF SERVICES

7.1. Description of Service:

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

7.2. Cost of Services:

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

7.3. Sub-Contractor(s):

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

8. STANDARDS OF PERFORMANCE

8.1. Contractor Representative:

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

8.2. Mobilization:

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

8.3. Time to Complete:

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

8.4. Completion of Work:

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

9. GENERAL RESPONSIBILITIES

9.1. County Obligations:

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

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

9.2. Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

9.3. Supervision by Contractor:

Contractor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Contractors. Contractor is solely responsible for all means, methods, techniques, safety, and other procedures.

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Contractor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above. Contractor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.

9.4. Damages by Contractor:

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

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

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

9.6. Contractor's Ownership of Debris:

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

9.7. Contractor's Disposal of Debris:

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

9.8. Debris Management Site (DMS):

9.8.1. Site Setup:

Prior to beginning operation at a debris management site, the condition of the site shall be photographed, or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor, and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.8.2.Site Operation:

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

9.8.3.Site Remediation:

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 9.4.

9.8.4.Site Security:

Contractor shall supply twenty-four (24) hours per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the Contractor and must be disposed of lawfully and without additional costs to the County.

9.8.5. Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

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

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

9.8.6. DMS Debris Removal Operations Plan and Environmental Protection Plan

Contractor shall provide within 90 days of execution of this contract, their generic site management plan. Once the debris management site is selected for use, the CONTRACTOR shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Contractor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

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

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9.8.7. Debris Processing and Classification:

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

9.8.8. Generated Hazardous Waste Abatement:

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

9.8.9. Debris Disposal:

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

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

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

9.8.10. Debris Monitoring Assistance:

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

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

9.8.11. Training:

Contractor shall provide training annually. Training shall take place for a minimum of one (1) day, for up to eight (8) hours of on-site. Training shall consist of pre-strike training for County field and supervisory personnel.

10. SCOPE OF SERVICES

10.1. Geographic Assignment:

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

10.2. Multiple, Scheduled Passes:

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

10.3. Operation of Equipment:

Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractor's responsibility and repaired at no additional cost to the County as outlined in section 9.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.6 of this Contract.

10.4. Certification of Load Carrying Capacity:

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

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

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

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

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

10.5. Vehicle Information:

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

10.6. Security of Debris during Hauling:

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

10.7. Traffic Control:

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

10.8. Workdays/Hours:

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

10.9. Hazardous and Industrial Wastes:

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

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

10.10. Stumps:

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

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Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

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

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

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

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

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

10.11. **Work Safety:**

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

10.12. **Inspection and Testing:**

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

10.13. **Retention of Collection Equipment:**

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

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10.14. Chainsaw Crews:

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

10.15. Hazardous Trees:

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

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

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

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

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

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

10.16. Hanging Limbs:

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

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

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

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

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

10.17. Hand Loaded Collection Equipment:

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

10.18. Dead Animals:

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

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. Accountable Debris Load Forms:

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

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

At the option and request of the County, the Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

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

11.2. Reports:

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

11.2.1. Daily Reports:

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

11.2.2. Weekly Summaries:

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

11.2.3. Report Delivery:

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

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11.2.4. Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contractor shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Contractor.

11.2.5. Additional Supporting Documentation:

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

11.2.6. Report Maintenance:

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

11.2.7. Contract File Maintenance:

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

12. PRICING AND PAYMENTS

12.1. Schedule of Values

12.1.1. Category A – Core Services includes pricing for debris removal; debris processing; debris disposal; stump extractions; hazardous limb removal; and storm damage tree removal.

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

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.

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- Note 3 - For a multi-year contract, the prices shown in Category A will be adjusted on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published in the U.S. Department of Labor, Bureau of Labor Statistics as established in the CWUR0300SAO index.
- Note 4 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 5 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 6 - All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.
- Note 7 - Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

12.1.2. Category B – Specialty Removal and Restoration includes pricing for screening and hauling of sand/soil; removal of vehicles and vessels; sand raking and removal of dead fish/algae; beach/lake restoration; berm/beach construction; and canal shoreline restoration.

12.1.2.1. Activities within Category B require specific task authorizations and include all labor and management of tasks.

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

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 4 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
- Note 5 – Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

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

12.1.4. Category D – Equipment includes pricing for equipment used while performing disaster recovery services.

12.2. Billing Cycle:

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

12.3. Ineligible Work:

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

12.4. Eligibility Inspections:

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

12.5. Eligibility Determinations:

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

12.6. Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government. *In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.*

12.7. Specialized Services:

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

End of Detailed Specifications

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Posted Date: July 22, 2022

Solicitation No.: RFP220362BJB

Solicitation Name: Disaster Recovery Services for Lee County

Subject: Addendum Number 1

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

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Can the City confirm that payment and performance bonds will not be due until a notice to proceed has been issued?
Answer	Page 45 of the solicitation, Tab 4 – Financial Stability, requires that Proposers shall provide a letter of bond-ability with their submittals. The letter of bond-ability provided by the awarded Contractor shall be held by the County and good for the entire duration of the contract. When a major disaster occurs or is imminent, the County confirms that the Contractor shall be required to submit to the County a payment and performance bond after a Notice to Proceed has been issued by the County, but prior to the commencement of operations by the Contractor.
2.	Can you please confirm if the debris resulting from cutting Hazardous Trees and Dangerous hanging Limbs are to be placed in the ROW for collection under line item 1 as vegetative debris? If the Scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs is to include hauling the resulting debris to DMS or final disposal site then the contractor would need dedicated collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a major event, collection trucks will be more efficiently used if they could travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew. ALSO, the proposed rates will be higher to include the transport and disposal of debris. The typical method is to price hazardous trees and hanging limbs as a cut only rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process.
Answer	Hazardous Trees and Hanging Limbs collection must be in accordance with sections 10.15 (Hazardous Trees) and 10.16 (Hanging Limbs) of scope of work. It is the responsibility of the contractor(s) to determine method of collection for the

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	debris in accordance with the most recent FEMA guidance at the time of the event. Proposal and pricing should reflect recommended process. Number of passes for debris collection would be mutually agreed upon by the County and Contractor during the disaster debris recovery process of each storm event where contract is activated.
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3.	Due to the high volume of reference survey requests from our clients, is it acceptable to submit a letter of recommendation in place of form 3?
Answer	A letter of recommendation will not be accepted in lieu of the 3 reference surveys required. Reference surveys shall be submitted with your proposal in accordance with and as instructed within the solicitation documents.

4.	I'm sure most companies don't specialize in all the listed items on the "Price Proposal Form" so can we bid on only certain items or do we need to bid on all items?
Answer	See page 45 of the solicitation documents, Tab 5 - Price Proposal. As stated in the first bullet point, "Proposer shall complete the attachment in its entirety, by providing all rates as requested within the worksheets identified as Categories A, B, C and D." It is the intent of the County to award a contract to a vendor(s) capable of providing all the services requested and as outlined within the solicitation. Pricing reflected would be indicative of your own pricing or your sub-contracted rates.

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

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

Brian Boehs

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

PROJECT FUNDING PACKAGE
EXHIBIT E



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

Posted Date: July 27, 2022

Solicitation No.: RFP220362BJB

Solicitation Name: Disaster Recovery Services for Lee County

Subject: Addendum Number 2

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

1. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: August 2, 2022 at 2:30 PM

TO: August 9, 2022 at 2:30 PM

2. QUESTIONS/ANSWERS:

1.	With the due date being less than a week away and our anticipated proposal ship date being in two days, will the county consider an extension to the current due date?
Answer	Open date / bid due date has been extended to August 9, 2022 at 2:30 PM
2.	does the County intend to extend the proposal deadline?
Answer	Open date / bid due date has been extended to August 9, 2022 at 2:30 PM

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

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

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

Brian Bochs

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

PROJECT FUNDING PACKAGE
EXHIBIT E



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

Posted Date: July 28, 2022

Solicitation No.: RFP220362BJB

Solicitation Name: Disaster Recovery Services for Lee County

Subject: Addendum Number 3

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

1. REVISED PRICE PROPOSAL FORM

The price proposal form has been updated and a revised Price Proposal Form has been uploaded to the solicitation webpage on the Lee County Procurement website.

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

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

2. ATTACHMENT:

- Attachment # 1 – Map of Disaster Debris Staging Site *(for informational purposes only)*

3. REVISION:

The following shall be considered revised to the technical specifications and drawings provided with this solicitation: Submittal Requirements & Evaluation Criteria; Page 45, Tab 4 – Financial Stability:

- Proposer must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude Proposer has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures; including sufficient cash flow such as to not negatively impact staffing and resource levels through uninterrupted timely payment of Sub-Contractor's for the duration of a large scale extended recovery event.
- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.

**PROJECT FUNDING PACKAGE
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- ~~Proposer must include a copy of the most recent annual financial report/annual audit, independent certified audit, Dunn & Bradstreet report, or 10K or the most recent 10Q, if appropriate. **Financial reports must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.**~~

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

- ~~The Proposer shall provide evidence of having or obtaining a revolving loan or “Bridge Loan” or six weeks operating cash-on-hand for a storm event.~~
- The proposer shall provide a listing of any penalties, fines, or settlements exceeding \$10,000.00 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.
- Proposer must provide a letter of bond-ability from your firm’s Surety, on their letterhead or equivalent, specifying and confirming your firm’s bonding capability.
- ~~**Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute’s financial statement exemption only applies to submittals in response to a solicitation for a “public works” project as provided for in Section 119.071(1)c. This solicitation is not for “public works” project.**~~

4. QUESTIONS / ANSWERS

1.	What was the last event that impacted the County which required activation and performance by the county’s disaster debris management contractor?
Answer	January 2022 – EF2 tornado

2.	How many cubic yards of debris was collected in that event?
Answer	546.65 cubic yards

3.	Which Contractor held the previous or holds the current contract for the services requested in this solicitation?
Answer	All information regarding the current contract for these services can be found at the following link on the Lee County Procurement webpage: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4866&fn=Project2016-11-03T16_45_46.xml

4.	Does the county currently have a disaster debris monitoring firm under contract, and if so, with which company(ies)?
Answer	All information regarding the current contract for these services can be found at the following link on the Lee County Procurement webpage: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4866&fn=Project2016-11-03T16_45_46.xml

**PROJECT FUNDING PACKAGE
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5.	Please confirm if the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers .
Answer	Yes. White good removal includes removal and disposal of any putrescent food from refrigerators or freezers.
6.	With the understanding that the county may award(s) to one or multiple vendors, will those vendors be ranked such as primary, secondary, etc. based on the evaluation criteria and scoring?
Answer	Yes. It is the intent to award a contract to a primary and secondary vendor.
7.	Please confirm the term (length) of the subsequent agreement resulting from this solicitation. Section 29.2 appears to indicate a possible 6-year term, where Item #1- Project Term, under Special Conditions, appears to indicate a possible 10-year term.
Answer	See Special Conditions, Section 1.1 – Project Term: The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for one (1) five-year (5) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed five (5) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
8.	With Hurricane Season upon us, does the county have any pre-approved DMS locations? If so, where are they located?
Answer	Yes, Lee County has 44 pre-approved DMS locations for 2022 that are spread across the County. See attachment # 1 to this addendum for map of designated Lee County Disaster Debris Sites
9.	Please confirm that the removal of storm-damaged trees and hanging limbs are to be placed at the ROW after they have been “cut and dropped.” If so, please also confirm that the collection of the material will be paid at the cubic yardage rate for ROW debris removal.
Answer	Yes. Removal of storm-damaged trees and hanging limbs are to be placed at the ROW after they have been “cut and dropped”. Collection of the material will be paid at the cubic yardage rate for ROW debris removal.
10.	Item #A16 of the price proposal form, Hazardous Limb Removal, has “> 24-inch diameter to 47.99-inch diameter (Note:7)” as the description. Shouldn’t the description be ”>2 inches at the point of the breakage?”
Answer	Yes. Line Item A16 has been revised to reflect “>2” inches at the point of breakage, or whatever the current minimum is at the time of the storm event”. See attached revised price proposal form to this addendum.
11.	Page 45. Financial Stability. The County has stated: Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute’s financial statement exemption only applies to submittals in response to a solicitation for a [road or any other] “public works” project as provided for in Section 119.071(1)c. This solicitation is not for “public works” project. The Statute that was quoted was missing the information highlighted and in red. We very often include financial documents within our proposal to Florida

**PROJECT FUNDING PACKAGE
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	Municipalities and always mark them as confidential and exempt from public records request. The exemption request has never been denied since the disaster debris removal is considered a road project under Public Works. Can the County please double check the accuracy of this statement and advise if Financial Documents will remain confidential and will not be released under a public records request? We are happy to indemnify the County and argue this out with any requestor under the Florida Court System.
Answer	See Section # 3 within this addendum. Page 45, Tab 4. Financial Stability has been revised. Financial audit, balance sheet, evidence of revolving loan have been removed from the submittal requirements.

12.	Page 48, Form 4. This page indicates that the form may be used to disclose litigation. However, page 56 indicates not to modify this form or submit your own variation. May we include "Please see attached" on this form and include our own document, ensuring that each column matches the data being requested on the Form?
Answer	The County requests that its form be completed in its entirety. As stated on the form, you may make as many copies of the sheet as necessary in order to provide a 10-year history of the requested information.

13.	In the Price Proposal Form, Line Item A4 requests a Cost per mile for alternate disposal sites outside of Lee County (Note 1&2). Is the intent for this item to be "per CUBIC YARD mile?" That unit of measure multiplied by the actual volumetric load call and ticket multiplied by one-way mileage is the industry standard for this line item. Will the County consider making this change?
Answer	No, it is not per cubic yard mile. Item A4 on the price proposal form is straight cost per mile as indicated on cell D22 "Unit of Measure" showing "Cost/Mile".

14.	In Category B of the Price Proposal, Line Item B6-Dead Fish and/or Algae, including removal and sand raking from beaches. Many fish kills create a debris/fish cleanup field that is spread out and produces low quantities of material collected. This will cause the cost of the operation to be extreme if bid on a CY basis. Will the County consider an hourly approach to this operation or payment on a PER LB rate since the fish and algae can be classified as hazardous material? Both approaches have been utilized in past Red Tide operations.
Answer	Line Item B6 has been revised to reflect a unit of measure of LB. See attached revised price proposal form to this addendum. Loads of dead fish and/or algae will only go to final disposal, and they will be weighed. The loads shall be screened to remove sand unless expressly approved by LC due to contamination.

15.	Page 11, Section 29.2.1 states the contract term is for one three-year period, unless otherwise stated. Page 24, Section 1.1 states the contract term is for one five-year period. Please confirm the contract term is for five years.
Answer	See Special Conditions, Section 1.1 – Project Term: The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) five-year (5) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed five (5) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

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16.	Do the Signing Authority and licenses count toward the 30-page limit?
Answer	Required Forms do not count towards the 30 page limit. Forms shall be included in the designated forms section.

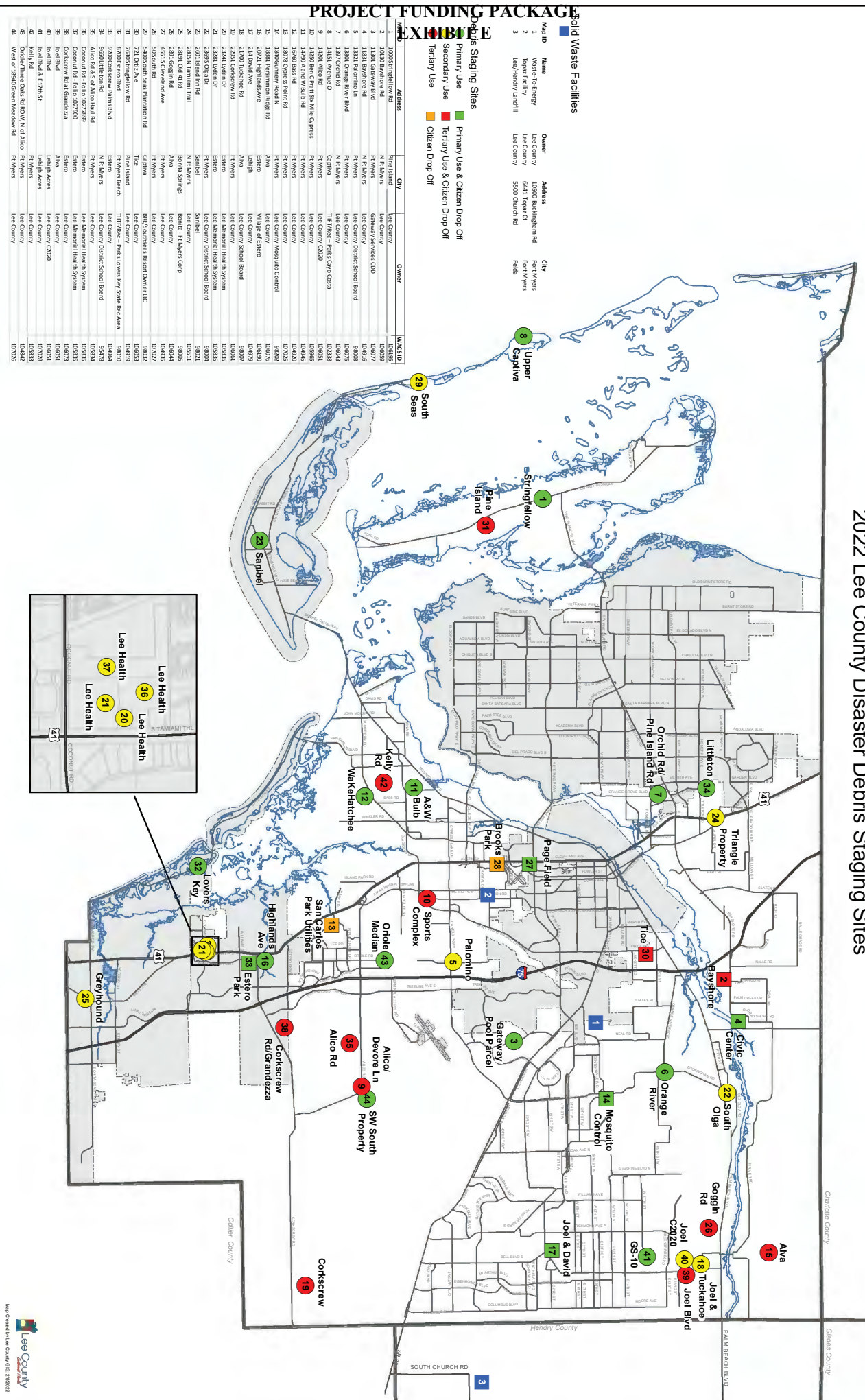
17.	Tab 1: Experience & References states that the Executive Summary is limited to 3 pages. Only a portion of Tab 1 includes the executive summary, please confirm only the executing summary and not Tab 1 as a whole is limited to 3 pages.
Answer	Only the Executive Summary and not Tab 1 as a whole is limited to 3 pages.

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

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

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

2022 Lee County Disaster Debris Staging Sites



PROJECT FUNDING PACKAGE EXHIBIT E

Map ID	Name	Owner	Address	City	WACS ID
1	Water Treatment Plant	Lee County	10000 Buckingham Rd	Fort Myers	100077
2	Toxoid Facility	Lee County	6441 Toxoid Ct	Fort Myers	100077
3	Lee/Hendry Landfill	Lee County	5500 Church Rd	Fields	100077
4	11301 Gateway Blvd	Lee County	Gateway Services COO	Fort Myers	100077
5	11301 Gateway Blvd	Lee County	Gateway Services COO	Fort Myers	100077
6	11301 Gateway Blvd	Lee County	Gateway Services COO	Fort Myers	100077
7	11301 Gateway Blvd	Lee County	Gateway Services COO	Fort Myers	100077
8	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
9	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
10	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
11	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
12	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
13	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
14	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
15	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
16	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
17	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
18	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
19	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
20	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
21	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
22	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
23	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
24	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
25	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
26	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
27	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
28	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
29	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
30	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
31	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
32	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
33	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
34	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
35	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
36	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
37	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
38	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
39	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
40	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077
41	14001 Avenue D	Lee County	Lee County CDD	Fort Myers	100077

**PROJECT FUNDING PACKAGE
EXHIBIT E
SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

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

COVER PAGE: Introduction and Description of Firm

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has proposer been in business under present name?
- Under what other former names has your organization operated?
- Proposed responsible office location.
- How many full-time employees are assigned to responsible office?

Cover Page should be brief and concise not exceeding 1 to 2 pages in length. Cover page does NOT count towards page restriction requested herein.

TAB 1: Experience & References

- Proposer shall provide an Executive Summary, limited to 3 pages, to be written in non-technical language that summarizes the Proposer's overall capabilities, approaches for accomplishing the services specified herein, and demonstrates the proposer has had a minimum of five (5) years of successful experience and is primarily engaged in year-round debris management services similar to those outlined in this solicitation and typically performed in federally declared events experienced in Florida.

PROJECT FUNDING PACKAGE

EXHIBIT E

- Proposer shall provide written documentation describing similar Disaster Recovery projects that it has successfully completed within the last ten (10) years of this proposal. **A maximum of five (5) projects** shall be provided and the proposer must provide sufficient detail to allow the evaluation committee to easily determine whether the work is similar and comparable to disaster events typical to Florida and the scope of work being requested within this RFP document.
 - a. Project example information should include:
 - i. Project Name
 - ii. Description of Project
 - iii. Dates of Services
 - iv. Contract Award Amount
 - v. Estimated volume of debris removed (In CY)
 - vi. Client Name
 - vii. Client Point of Contact
 - viii. Client Phone Number
 - ix. Client Email Address
- Separate, and in addition to, the experience described above, the Proposer shall provide written documentation indicative of experience in Disaster Recovery projects **for a city or county government**, with populations exceeding 100,000, completed within the last fifteen (15) years of this proposal, and typical in scope & type of events which occurs in Florida. **A maximum of two (2) projects** shall be provided and details included shall **indicate daily operational capacity in cubic yards removed per day and total amount of debris processed in cubic yards**.
 - a. Project example information should include:
 - i. Project Name
 - ii. Description of Project
 - iii. Dates of Services
 - iv. Contract Award Amount
 - v. Daily Operational Capacity (*Amount of CY removed per day*) (In CY)
 - vi. Estimated total volume of debris removed (In CY)
 - vii. Agency Name
 - viii. Agency Point of Contact
 - ix. Agency Phone Number
 - x. Agency Email Address
- If applicable, Proposer shall provide supporting evidence of previous experience with simultaneous event activations in Florida and how this was managed.
- Proposer shall provide a complete list of all **current** contractual clients within the state of Florida.
 - a. This list shall include:
 - i. Client Name
 - ii. Client Contact Information
 - Point of Contact Name, Phone, Email
 - iii. Brief Description of Contract
 - iv. Effective/Start Date of Contract
 - v. Expiration Date of Contract
 - vi. Amount or Estimated Amount of contract award

**PROJECT FUNDING PACKAGE
EXHIBIT E**

TAB 2: Company Resources: Facilities, Equipment, & Personnel

- Proposer must provide a list of **facilities, equipment, personnel and listing of Sub-Contractors** available to do the work proposed.
 - Proposer must state how these resources will be sufficient to handle the proposer's total workload including other non-Lee County projects and sufficient for periods of prolonged activation.
 - Proposer shall provide and demonstrate their capability of performing during simultaneous events.
- Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed project management team to be assigned to the Lee County contract.

Resumes are not included within page restrictions but should be limited to one (1) page per person.

TAB 3: Company Capabilities

- Proposer shall provide a Work Plan demonstrating the firm's grasp of the scope of service required for a declared emergency disaster assistance, and the firm's ability to adapt to changing conditions during a recovery project. This Work Plan shall be inclusive of the below specifications:
 - ◆ Provide details and/or demonstrate the firm's experience with the following items;
 - Ability to establish, operate, and remediate DMS sites; including environmental and regulatory experience.
 - Data management and tracking system; including ADMS.
 - Ability to work with different accounting and tracking systems.
 - Communications systems.
 - Ability to mobilize recovery teams and full scale recovery efforts in a timely manner.
 - The removal of hazardous and special debris/waste.
 - Community relations (public meetings, public outreach, media, etc.)
 - ◆ Proposer shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed, depending upon the service(s) requested.
 - ◆ Proposer shall detail their ability to maintain full operational capability (Minimum of 12 hours a day, seven days a week) for an extended period.
 - ◆ Proposer shall clearly indicate the scope of services to be performed by Sub-Contractors or other third parties hired by the Proposer.

**PROJECT FUNDING PACKAGE
EXHIBIT E**

TAB 4: Financial Stability

- Proposer must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude Proposer has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures; including sufficient cash flow such as to not negatively impact staffing and resource levels through uninterrupted timely payment of Sub-Contractor's for the duration of a large scale extended recovery event.
- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.
- Proposer must include a copy of the most recent annual financial report/annual audit, independent certified audit, Dunn & Bradstreet report, or 10K or the most recent 10Q, if appropriate. **Financial reports must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.**

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

- The Proposer shall provide evidence of having or obtaining a revolving loan or "Bridge Loan" or six weeks operating cash-on-hand for a storm event.
- The proposer shall provide a listing of any penalties, fines, or settlements exceeding \$10,000.00 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.
- Proposer must provide a letter of bond-ability from your firm's Surety, on their letterhead or equivalent, specifying and confirming your firm's bonding capability.
- **Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute's financial statement exemption only applies to submittals in response to a solicitation for a "public works" project as provided for in Section 119.071(1)c. This solicitation is not for "public works" project.**

TAB 5: Price Proposal

- Within Tab 5, the Proposer shall submit the Price Proposal Form containing the Schedule of Values as provided within the Excel Attachment A. Proposer shall complete the attachment in its entirety, by providing all rates as requested within the worksheets identified as Categories A, B, C and D.
- **Pricing submitted on the worksheet identified as Category A, Core Services, is the only pricing that will be utilized for evaluation purposes. However, pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals.**
- The lowest Price Proposal of Category A will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points.
 - For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00 / \$160,000.00 = .9375$; $.9375 \times 25 = 23.4375$

**PROJECT FUNDING PACKAGE
EXHIBIT E**

TAB 6: Required Forms

➤ Forms 1- 11

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXPERIENCE AND REFERENCES (TAB 1)	25
2	COMPANY RESOURCES: FACILITIES, EQUIPMENT & PERSONNEL (TAB 2)	15
3	COMPANY CAPABILITIES (TAB 3)	25
4	FINANCIAL STABILITY (TAB 4)	20
5	PRICE PROPOSAL (TAB 5)	15
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed, and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, July 1, 2022	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	Tuesday, August 2, 2022	Prior to 2:30 PM
First Committee Meeting Short list discussion	Tuesday, August 16, 2022	TBD *
Notify Shortlist Selection via e-mail	Wednesday, August 17, 2022	N/A
Final Scoring/Selection Meeting	Tuesday, August 30, 2022	TBD *
Board Meeting	November 15, 2022	9:30 AM
Additional notes on Submission Schedule: <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i>		

End of Section

**PROJECT FUNDING PACKAGE
EXHIBIT E**

**LEE COUNTY DOCUMENT MANAGEMENT FORM
For
RFP220362BJB Disaster Recovery Services for Lee County**

These forms are required as indicated below and all required forms should be submitted with all submissions. 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.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	If Applicable	
7	Public Entity Crime Form	Required	
GRANT FUNDING – REQUIRED DOCUMENTS			
8	Certification Regarding Lobbying	Required	
9	Certification of Lobbying Activities	Required	
10	Immigration Law Affidavit Certification (E-Verify) (Provide evidence of E-Verify account)	Required	
11	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion CONSULTANT shall ensure that any SUB-CONSULTANTS added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

It is the Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

PROJECT FUNDING PACKAGE
EXHIBIT E

FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL (NON-CCNA)

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

Form # **Title/Description**

1 Solicitation Response Form (Required)

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) as certification of this required information. Sample attached for your reference. Verify that all addenda and tax identification number have been provided.

1a Price Proposal Form (Required)

This form is used to provide itemization of project cost and a "Schedule of Values".

**** Business Relationship Disclosure Requirement (if Applicable)***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form** entitled "**INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS**" (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.** NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2 Affidavit Certification Immigration Laws (Required)

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

3 Reference Survey (Required)

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 Negligence or Breach of Contract Disclosure Form (Required)

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.

**PROJECT FUNDING PACKAGE
EXHIBIT E**

5 *Affidavit Principal Place of Business (Required)*

Certifies proposer's location information.

6 *Sub-Contractor/Consultant List (If applicable)*

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

7 *Public Entity Crimes Form (Required)*

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

8 *Certification Regarding Lobbying (Required)*

To be completed and returned by Vendor with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.

9 *Disclosure of Lobbying Activities (if applicable)*

To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.

10 *Immigration Law Affidavit Certification (E-Verify) (Required)*

To be completed and returned by the Vendor with submittal. Certifies that the Vendor is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.

11 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)*

To be completed and returned by the Vendor with submittal. Certifies that the Vendor is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.

*** *Proposal Label* (Required)**

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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

PROJECT FUNDING PACKAGE
EXHIBIT E

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 07/29/2022 Deadline Date: 8/2/2022

SOLICITATION IDENTIFICATION: RFP220362BJB

SOLICITATION NAME: Disaster Recovery Services for Lee County

COMPANY NAME: CrowderGulf Joint Venture, Inc.

NAME & TITLE: (TYPED OR PRINTED) Ashley Ramsay-Naile, President

BUSINESS ADDRESS: (PHYSICAL) 5629 Commerce Blvd. E Mobile, AL 36619

CORPORATE OR MAILING ADDRESS:

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: jramsay@crowdergulf.com

PHONE NUMBER: 800-992-6207 FAX NUMBER: 251-459-7430

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. 1 Dated: 07.22.22 No. 3 Dated: 07.28.22 No. _____ Dated: _____

No. 2 Dated: 07.27.22 No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 01-0626019

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

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

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

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

2 **Scrutinized Companies Certification:**
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

PROJECT FUNDING PACKAGE
EXHIBIT E

Form 1 – Solicitation Form, Page 2

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

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

- 4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) ☐ Yes ☒ No
Proposer? If yes, please attach a current certificate.

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

CrowderGulf Joint Venture, Inc.
Company Name (Name printed or typed)

Ashley Ramsay-Naile
Authorized Representative Name (printed or typed)

President
Authorized Representative's Title (printed or typed)

Ashley Ramsay-Naile
Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

J. Anthony Dees
Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

J. Anthony Dees
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.

State of Florida

Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 13, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2022*



Randy R.
Secretary of State

Tracking Number: 1229535139CC

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

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



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

Detail by Entity Name

Florida Profit Corporation
CROWDER-GULF JOINT VENTURE, INC.

Filing Information

Document Number	P02000095020
FEI/EIN Number	01-0626019
Date Filed	09/03/2002
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/27/2020
Event Effective Date	NONE

Principal Address

5629 Commerce Blvd E
Mobile, AL 36619

Changed: 06/23/2020

Mailing Address

5629 Commerce Blvd E
Mobile, AL 36619

Changed: 06/23/2020

Registered Agent Name & Address

MADIO, DONALD
938 VALLEY VIEW CIRCLE
PALM HARBOR, FL 34684

Name Changed: 04/27/2020

Address Changed: 04/27/2020

Officer/Director Detail

Name & Address

Title President

RAMSAY-Naile, ASHLEY

5629 Commerce Blvd E
Mobile, AL 36619

Title VP

Loper, Edward Reid
5629 Commerce Blvd E
Mobile, AL 36619

Title CFO

Dees, Anthony
5629 Commerce Blvd E
Mobile, AL 36619

Annual Reports

Report Year	Filed Date
2021	02/03/2021
2021	04/15/2021
2022	01/13/2022

Document Images

01/13/2022 -- ANNUAL REPORT	View image in PDF format
04/15/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
06/23/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2020 -- Amendment	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
02/11/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
04/08/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- ANNUAL REPORT	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
02/13/2008 -- ANNUAL REPORT	View image in PDF format
03/20/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
03/07/2003 -- ANNUAL REPORT	View image in PDF format
09/03/2002 -- Domestic Profit	View image in PDF format

PROCUREMENT MANAGEMENT DEPARTMENT
PRICE PROPOSAL FORM



COMPANY NAME: _____

SOLICITATION: RFP220362BJB – Disaster Recovery Services

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete schedule. The Excel document contains 4 worksheets identified as Category A, Category B, Category C and Category D. All highlighted fields in green must be completed. Pricing submitted on the worksheet identified as Category A, *Core Services*, is the only pricing that will be utilized for evaluation purposes. However, pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals. Estimated quantities provided are for evaluation purposes only and do not guarantee any amounts.

The Excel document provides formulas for convenience; however, it is the Proposer's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel documents(s).

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

The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award. Proposers may not adjust or modify data provided within the Price Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.

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

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

PROJECT FUNDING PACKAGE
EXHIBIT E

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP220362BJB** SOLICITATION NAME: **Disaster Recovery Services**

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).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: CrowderGulf Joint Venture, Inc.

Ashley Ramsay-Naile
Signature

President

07/25/2022

Date

STATE OF Alabama

COUNTY OF Mobile

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25th day of July, 2022, by Ashley Ramsay-Naile who has produced

(Print or Type Name)

Driver's License as identification.

(Type of Identification and Number)

Kerrie A. Noll
Notary Public Signature

Kerrie A. Noll

Printed Name of Notary Public

09/14/2022

Notary Commission Number/Expiration

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

The signee 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.**

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Brandon Franklin	Bidder/Proposer:	CrowderGulf Joint Venture, Inc.
COMPANY:	City of Gulf Shores, AL	Due Date:	08/02/2022
PHONE #:	251-968-1149	Total # Pages:	1
FAX #:		Phone #:	800-992-6207
EMAIL:	bfranklin@gulfshoresal.gov	Fax #:	251-459-7430
		Bidder/Proposer E-Mail:	knoll@crowdnergulf.com

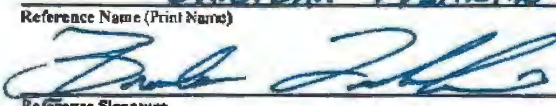
Section 2	Enter Bidder/Proposer Information. If applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	CrowderGulf Joint Venture, Inc.		
Reference Project Name:	Project Address:	Project Cost:	
2020 Hurricane Sally	City of Gulf Shores, AL	\$9,741,393	
Summarize Scope:	Debris Removal following Hurricane Sally		

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

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

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name)
BRANDAN FRANKLIN

Reference Signature


**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Phillip West	Bidder/Proposer:	CrowderGulf Joint Venture, Inc.
COMPANY:	City of Orange Beach, AL	Due Date:	07/27/2022
PHONE #:	251-981-6788	Total # Pages:	1
FAX #:		Phone #:	800-992-6207
EMAIL:	pwest@cityoforangebeach.com	Fax #:	251-459-7430
		Bidder/Proposer E-Mail:	knoll@crowdergulf.com

Section 2 Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)

Proposer Name: CrowderGulf Joint Venture, Inc.

Reference Project Name: 2020 Hurricane Sally	Project Address: City of Orange Beach	Project Cost: \$13,593,239
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Summarize Scope:

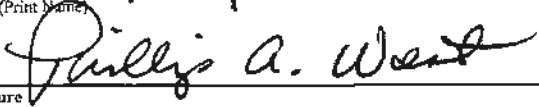
- Removed & Disposed: vegetation, C&D, Municipal Debris, Beach Debris Trail Debris, Waterway Debris, Wetlands, C&D Compacted, HHW, White Goods, Hangers, Leaners, and Stumps.
- Reduction by Grinding and Compacting

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

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

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name): Phillip A. West

Reference Signature: 

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

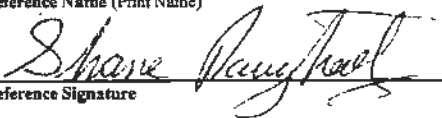
Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	<u>Shane Daugherty</u>	Bidder/Proposer:	<u>CrowderGulf Joint Venture, Inc.</u>
COMPANY:	<u>City of Panama City, FL</u>	Due Date:	<u>08/02/2022</u>
PHONE #:	<u>850-872-3172</u>	Total # Pages:	<u>1</u>
FAX #:		Phone #:	<u>800-992-6207</u>
EMAIL:	<u>sdaugherty@panamacity.gov</u>	Fax #:	<u>251-459-7430</u>
		Bidder/Proposer E-Mail:	<u>knoil@crowdergulf.com</u>

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	<u>CrowderGulf Joint Venture, Inc.</u>		
Reference Project Name:	Project Address:	Project Cost:	
<u>2018 Hurricane Michael</u>	<u>City of Panama City</u>		
Summarize Scope:	<u>City of Panama City debris contractor for Hurricane Michael</u>		

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

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were any problems encountered with the company's work performance?	No
3. Were any change orders or contract amendments issued, other than owner initiated?	No
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	10
7. If the opportunity were to present itself, would you rehire this company?	Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Crowder gulf was our contractor for the clean up of Hurricane Michael, which generated approx. 5.7 million cubic yards of debris. They exceeded our expectations. They were very professional, experienced, highly competent and had courteous personnel. We just renewed our contract for debris removal and selected Crowder Gulf as our primary contractor for the City of Panama City. I highly recommend and can attest to their abilities.	

Section 4 Please submit non-Lee County employees as references

Shane Daugherty
 Reference Name (Print Name)

 Reference Signature

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

*Lee County Procurement Management
Reference Survey*

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	<u>Allen Wainwright</u>			Bidder/Proposer:	<u>CrowderGulf Joint Venture, Inc.</u>
COMPANY:	<u>Calcasieu Parish, LA</u>			Due Date:	<u>08/02/2022</u>
PHONE #:	<u>337-721-3700</u>			Total # Pages:	<u>1</u>
FAX #:				Phone #:	<u>800-992-6207</u>
EMAIL:	<u>awainwright@calcasieuparish.gov</u>			Fax #:	<u>251-459-7430</u>
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:		<u>CrowderGulf Joint Venture, Inc.</u>			
Reference Project Name:		Project Address:		Project Cost:	
<u>2021 Flooding & Storms / Tornado & 2020 Hurricane Laura</u>		<u>Calcasieu Parish</u>		<u>\$222,312 / \$28,960 / \$132,554,091</u>	
Summarize Scope:					
<u>2021 Flooding & Severe Storms (08/07/2021-08/04/2021)</u>					
<u>Removed & Disposed: Vegetation, C&D, Mulch, White Goods, Refrigerator Contents, E-waste, Reduced by Compacting & Grinding - 3 Sites / 2021 Tornado (11/30/2021-12/04/2021) Removed & disposed C&D debris direct to final disposal / 2020 Hurricane Laura (08/2020-08/2/2021) Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps, White Goods, Refrigerator Contents Reduced by Grinding, Burning & Compacting 12 Sites / Lateralis Project (10/8/2021-Ongoing) Removed & Disposed: vegetation, C&D with land based and water based equipment in canals and waterways</u>					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					<u>Yes</u>
2. Were any problems encountered with the company's work performance?					<u>No</u>
3. Were any change orders or contract amendments issued, other than owner initiated?					<u>No</u>
4. Was the job completed on time?					<u>Yes</u>
5. Was the job completed within budget?					<u>Yes</u>
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					<u>10</u>
7. If the opportunity were to present itself, would you rehire this company?					<u>Yes</u>
8. Please provide any additional comments pertinent to this company and the work performed for you:					

Section 4 Please submit non-Lee County employees as references

ALLEN WAINWRIGHT
Reference Name (Print Name)

A W W
Reference Signature

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:		Matt Powell		Bidder/Proposer: CrowderGulf Joint Venture, Inc.	
COMPANY:		Bowling Green, KY		Due Date: 08/02/2022	
PHONE #:		270-393-3071		Total # Pages: 1	
FAX #:				Phone #: 800-992-6207 Fax #: 251-459-7430	
EMAIL:		Matt.Powell@bgky.org		Bidder/Proposer E-Mail: knoll@crowdergulf.com	
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:		CrowderGulf Joint Venture, Inc.			
Reference Project Name:		Project Address:		Project Cost:	
2021 KY Tornado		Bowling Green, KY		\$3,022,273	
Summarize Scope:					
Debris removed from Tornadoes and 4630DR - KY.					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10 !!
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Excellent service throughout and after. Highly recommend.					

Section 4 Please submit non-Lee County employees as references

Matt Powell
Reference Name (Print Name)

[Signature]
Reference Signature

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Pete Montz	Bidder/Proposer:	CrowderGulf Joint Venture, Inc.
COMPANY:	St. John the Baptist Parish, LA	Due Date:	07/26/2022
PHONE #:	985-652-9569	Total # Pages:	1
FAX #:		Phone #:	800-992-6207
EMAIL:	p.montz@stjohn-la.gov	Fax #:	251-459-7430
		Bidder/Proposer E-Mail:	knoll@crowderygulf.com
Section 2 Enter Bidder/Proposer Information - if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: CrowderGulf Joint Venture, Inc.			
Reference Project Name:	Project Address:	Project Cost:	
2021 Hurricane Ida	St. John the Baptist Parish, LA	\$30,274,216 to date	
Summarize Scope: Debris Removal operations after Hurricane Ida. Work included: PUSH, Veg, C&D, Parks debris, Hangers (2,198 trees), Leaners (28), stumps (2,800), Ewaste (18,087), HHW (255,580 Lbs), White Goods (2,618), Freon, Refrigerator Contents (661,460 Lbs); Reduced by Compaction (836,043 CY) & Grinding (380,779 CY) (3) DMS Sites			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			Yes
2. Were any problems encountered with the company's work performance?			No
3. Were any change orders or contract amendments issued, other than owner initiated?			No
4. Was the job completed on time?			Job still active
5. Was the job completed within budget?			Job still active
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)			9
7. If the opportunity were to present itself, would you rehire this company?			Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:			
Outstanding company. Very fortunate to have CG part of our team.			

Section 4 Please submit non-Lee County employees as references
Peter Montz

Reference Name (Print Name)

Peter Montz

Reference Signature

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	<u>Terri Graham</u>	Bidder/Proposer:	<u>CrowderGulf Joint Venture, Inc.</u>
COMPANY:	<u>Baldwin County, AL</u>	Due Date:	<u>08/02/2022</u>
PHONE #:	<u>251-972-6878</u>	Total # Pages:	<u>1</u>
FAX #:		Phone #:	<u>800-992-6207</u>
EMAIL:	<u>tGraham@baldwincountyal.gov</u>	Fax #:	<u>251-459-7430</u>
		Bidder/Proposer E-Mail:	<u>knoll@crowdengulf.com</u>

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	<u>CrowderGulf Joint Venture, Inc.</u>		
Reference Project Name:	Project Address:	Project Cost	
<u>2020 Hurricane Sally</u>	<u>Baldwin County, AL</u>	<u>\$61,443,088</u>	
Summarize Scope:			
<u>Removed & disposed of vegetation, C&D, compacted C&D, Mulch, Leaners and Hangers, White Goods and E-Waste - Reduction by grinding. Recovered and reduced: 5,656,293 Cubic Yards of Debris.</u>			

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

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were any problems encountered with the company's work performance?	No
3. Were any change orders or contract amendments issued, other than owner initiated?	No
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	N/A
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)	9
7. If the opportunity were to present itself, would you rehire this company?	Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 Please submit non-Lee County employees as references

Terri Graham
Reference Name (Print Name)
Terri Graham
Reference Signature

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

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

Project Name & Number: Lee County RFP220362BJB / Disaster Recovery Services

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	John Cardone, Jr.	Bidder/Proposer:	CrowderGulf Joint Venture, Inc.
COMPANY:	City of Lake Charles, LA	Due Date:	08/02/2022
PHONE #:	337-491-1381	Total # Pages:	1
FAX #:		Phone #:	800-992-6207
EMAIL:	jcardone@cityoflc.us	Fax #:	251-459-7430
		Bidder/Proposer E-Mail:	knoll@crowdergulf.com
Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	CrowderGulf Joint Venture, Inc.		
Reference Project Name:	Project Address:	Project Cost:	
2021 Flooding/ 2020 Hurricane Laura	City of Lake Charles, LA		
Summarize Scope:			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3		Indicate: "Yes" or "No"	
1.	Did this company have the proper resources and personnel by which to get the job done?	yes	
2.	Were any problems encountered with the company's work performance?	no	
3.	Were any change orders or contract amendments issued, other than owner initiated?	no/na	
4.	Was the job completed on time?	yes	
5.	Was the job completed within budget?	N/A	
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)	very Good	
7.	If the opportunity were to present itself, would you rehire this company?	yes	
8.	Please provide any additional comments pertinent to this company and the work performed for you.		

Section 4 Please submit non-Lee County employees as references

John Cardone

Reference Name (Print Name)

John Cardone

Reference Signature

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Additional Reference Information

(Due to space limitations on reference surveys we have provided additional information on the clients that have completed the surveys)

1. **Client:** St John The Baptist Parish, LA **Population:** 20,278 / Calcasieu Parish
Address: 1801 W Airline Hwy, LaPlace, LA 70068
Contact: **Jaclyn Hotard, Parish President** Ofc: 985-652-6569 ext 1244 Fax: 985-652-7527 j.hotard@stjohn-la.gov
Peter Montz, 985-652-9569 ext 1171, p.montz@stjohn-la.gov
Project Title: **2021 Hurricane Ida (09/06/2021-Ongoing)**
 - Removed & Disposed: vegetation, C&D, Mulch, Compacted C&D, Hangers, Leaners, Stumps & White Goods, HHW, E-waste, Refrigerator Contents
 - Provided portable showers / Event Restrooms for volunteer services**2016 LA Flooding (02/26/2016-03/06/2016)**
 - Reduced by Grinding & Compacting

Contract Value:	CY Recovered & Reduced:
Ida \$23,841,877	1,481,794
Flooding \$7,574	Lump Sum

2. **Client:** City of Gulf Shores, AL **Population:** 11,809 / Baldwin County
Address: P.O. Box 299, Gulf Shores, AL 36547
Contact: **Brandan Franklin**, Chief Building Official 251-968-1149 Office, 251-269-7363 cell, bfranklin@gulfshoresal.gov
Mark Acreman, PE, City Engineer, 251-968-1155, macreman@gulfshoresal.gov
Project Title: **2020 Hurricane Sally (09/2020-01/27/2021)**
 - Removed & Disposed: vegetation**2013 Tropical Storm Andrea (6/2013)**
 - Special Projects: Cleaned the beaches of debris**2005 Hurricane Katrina (10/2005-2/2006)**
 - Special Projects: Removed & disposed of debris at West Beach; Beach plowing, sand screening & 7 miles of berm reconstruction

Contract Value:	CY Recovered & Reduced:
Sally \$8,972,998	580,181
TS Andrea \$8,029	Hourly
Katrina \$7,147,306	270,218

3. **Client:** City of Orange Beach, AL **Population:** 6029 / Baldwin County
Address: 4101 Orange Beach Blvd, Orange Beach, AL 36561
Contact: **Phillip West**, Coastal Resource Manager, 251-981-6788, pwest@cityoforangebeach.com
Nicole Woerner, Coastal Resource Planner, 251-981-1063, nwoerner@cityoforangebeach.com
Tony Kennon, Mayor, 251-981-6810, tkennon@cityoforangebeach.com
Project Title: **2020 Hurricane Sally (09/2020-05/21/2021)**
 - Removed & Disposed: vegetation, C&D, Municipal Debris, Beach Debris Trail Debris, Waterway Debris, Wetlands, C&D Compacted, HHW, White Goods, Hangers, Leaners, and Stumps.
 - Reduction by Grinding and Compacting**2015 Non Disaster Related (Dead Fish Removal) (8/2015)**
 - Dead fish removal and disposal from coastal waters & beaches**2015 Non Disaster Related (Demo) (4/2015)**
 - Demolition of Coastal Arts Center & Asbestos & Abatement of Children Studio**2014 Severe Storms – Flooding & Tornados (5/2014)**
 - Special Projects: Remove heavy seaweed from 7 miles of beach**2012 Hurricane Isaac (8/2012-9/2012)**
 - Special Projects: Cleaned the beaches of debris**2010 BP Oil Spill Cleanup (7/2010-8/2010)**
 - Provided debris clearance, sand reclamation & hazardous materials extraction**2005 Hurricane Katrina (8/2005)**

**PROJECT FUNDING PACKAGE
EXHIBIT E**

- Special Projects: beach work, sand screening & various projects

Contract Value:		CY Recovered & Reduced:
Sally	\$13,593,239	424,952
Fish	\$22,538	Hourly
Demo	\$24,760	Lump Sum
Severe Storms	\$13,071	Hourly
Isaac	\$8,265	Hourly
BP	\$664,326	Hourly
Katrina	\$265,701	181,974

4. **Client:** Calcasieu Parish, LA **Population: 202,445**
Address: 1015 Pithon St, 4th Floor, Lake Charles, LA 70602
Contact: Allen Wainwright, Public Works Operations Manager, 337-721-3700, awainwright@calcasieuparish.gov
Project Title: **2021 Flooding & Severe Storms (06/07/2021-08/04/2021)**
- Removed & Disposed: Vegetation, C&D, Mulch, White Goods, Refrigerator Contents, E-waste
 - Reduced by Compacting & Grinding
 - 3 Sites
- 2021 Tornado (11/30/2021-12/04/2021)**
- Removed & disposed C&D debris direct to final disposal
- 2020 Hurricane Laura (08/2020-09/2/2021)**
- Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps, White Goods, Refrigerator Contents
 - Reduced by Grinding, Burning & Compacting
 - 12 Sites
 - **Laterals Project (10/8/2021-Ongoing)**
 - Removed & Disposed: vegetation, C&D with land based and water based equipment in canals and waterways
- 2008 Hurricane Ike (9/2008-10/2008)**
- Removed & Disposed: vegetation, C&D
- 2005 Hurricane Rita – Subcontractor for Ceres (USACE) (9/2005-8/2006)**
- Removed & Disposed: vegetation, C&D, ash, mulch, white goods (44,432), e-goods (2,464), leaners (9,698) /hangers (26,741), stumps (5,333), small engines (110)
 - Reduced by burning & grinding (14 disposal sites)
 - Special Projects: Surveyed houses for asbestos demo & proper disposal of asbestos
- | Contract Value: | | CY Recovered & Reduced: |
|------------------------|----------------------|------------------------------------|
| Flood | \$222,312 | 14,027 |
| Tornado | \$28,960 | 1,679 |
| Laura | \$132,554,091 | 6,955,974 |
| Laura Laterals | \$21,579,943+ | 288,685+ |
| Ike | \$78,350 | 7,891 |
| Rita | \$81,506,090 | 9,463,080 |
5. **Client:** Baldwin County, AL **Population: 212,628**
Address: 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567
Contact: Terri Graham, Solid Waste, 251-972-6878, TGraham@baldwincountyal.gov
Joey Nunnally, Pre-Construction Manager, Public Works, 251-972-8557, jnunnally@baldwincountyal.gov
Project Title: **2020 Hurricane Sally (09/2020-04/07/2021)**
- Removed & Disposed: vegetation, C&D, Compacted C&D, Mulch, Hangers, Leaners, White Goods and E-Waste. Reduction by grinding and C&D Compaction.
- 2014 Severe Storms, Flooding & Tornadoes (5/2014)**
- Removed & Disposed: vegetation
- 2010 BP Oil Spill (5/2010-7/2010)**
- Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County
- 2005 Hurricane Katrina (9/2005-3/2006)**
- Removed & Disposed: vegetation, C&D, concrete, reduced by grinding

**PROJECT FUNDING PACKAGE
EXHIBIT E**

2005 Hurricane Dennis (7/2005-8/2005)

- Removed & Disposed: vegetation, C&D, concrete, reduced by grinding

2004 Hurricane Ivan (9/2004-4/2005)

- Removed & Disposed: vegetation, concrete, stumps
- Reduced by burning

Contract Value:		CY Recovered & Reduced:
Sally	\$61,443,088	5,656,293
Severe Storms	\$12,897	1,066
BP Oil	\$4,280,107	Lump Sum
Katrina	\$3,748,310	309,998
Dennis	\$564,552	44,563
Ivan	\$33,164,762	1,967,622

6. **Client:** City of Panama City, FL **POP: 36,986 / Bay County**
Address: 9 Harrison Ave, Panama City, FL 32402
Contact: **Shane Daugherty** Solid Waste Superintendent, 850-872-3172 Ofc. 850-814-5396 cell,
sdaugherty@panamacity.gov
Project Title: **2018 Hurricane Michael (10/2018-09/15/2020)**

- PUSH Operations
- Removed & Disposed: vegetation, C&D, C&D Compaction, L&H, Stumps
- Special Projects – Right of Entry and Private Property Debris Removal Operations / Waterway, Drainage Ditches, Cemeteries, Parks
- Provided satellite phones
- Reduction by Grinding

2004 Hurricane Ivan (9/2004-10/2004)

- Removed & Disposed: vegetation, C&D, Stumps (12)
- Reduced by burning
- Provided generators

1995 Hurricane Opal

- Removed & Disposed: vegetation, C&D
- Reduced by grinding

Contract Value:		CY Recovered & Reduced:
Michael	\$81,636,958	3,950,059
Ivan	\$264,161	22,165
Opal	\$2,000,000	300,000

Form 4 - Negligence or Breach of Contract Disclosure Form



**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 compete 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: CrowderGulf Joint Venture, Inc.

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 County/State	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
N/A NONE							

PROJECT FUNDING PACKAGE
EXHIBIT E

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.

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

PROJECT FUNDING PACKAGE
EXHIBIT E

Form 5 - Affidavit Principal Place of Business



Lee County
Southwest Florida

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Company Name: CrowderGulf Joint Venture, Inc.

Ashley Ramsay-Naile

Printed name of authorized signer

President

Title

⇒ Ashley Ramsay-Naile

Authorized Signature

07/25/2022

Date

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

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25th day of July, 2022, by Ashley Ramsay-Naile who has produced
(Print or Type Name)

Driver's License as identification.
(Type of Identification and Number)

Notary:

State of

Alabama

County of

Mobile

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

⇒ Kerrie A. Noll

Notary Public Signature

09/14/2022

Notary Commission Number and expiration

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

X

Non-Local

Local Business Tax License #

2. Address of Principal Place of Business:

5629 Commerce Blvd. E

Mobile, AL 36619

3. Number of years at this location

2 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

X Yes*

No

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

5. Number of available employees for this contract

38 Full Time Debris Employees / Additional 150 Reservists

6. Does your company have a Drug Free Workplace Policy

X Yes

No

Form 6 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
4M Services, Inc	ROW Debris Hauling	Matt Martell 239-770-4427 cell	martell3406@gmail.com		TBD
Barry Recycling, Inc.	Recycling/ DumpSite	John Barry 239-390-1442	barryrecycling@aol.com		TBD
MW Horticulture Recycling Facility, Inc.	Recycling/ Dump	Denise Houghtaling 239-332-1188	deniseisgreen@aol.com	VET	TBD
Xtreme Property Services, Inc.	ROW Debris Hauling	Danielle Shockley 863-634-9104	danielle@xpsinc.com	WBE	TBD
RAL Services Corp	Haul Outs	Rudy Largaespada 786-972-5642	abchauling12@gmail.com		TBD
Dotson & Sons	ROW/L&H	Tim Dotson 573-682-7600	loghardtd@hotmail.com		TBD
Four R Equipment / Coastline Energy Ventures	ROW/L&H	JR Ruiz 954-347-0280	fourrequipment@yahoo.com		TBD
Gaston Tree / Wood Resource Recovery	DMS Site/ Dump	Bill Gaston 352-378-3348	bill@gastontr.com		TBD
Hauling Away, LLC	ROW/ DMS/ L&H Demo/ Wateways	Sara Pratt 251-402-3058	sara@haulingaway.net	WBE	TBD
Lawn Rescue Plus	ROW/ Haul Outs/ L&H	Giorgio Cesti 786-446-2469	lawnplusrescue@yahoo.com	MBE- Applied For	TBD
S. St. George Enterprises	ROW/ DMS	Steve St. George 716-672-2488	steve@sstgeorge.com		TBD
Zehendner Disaster Relief, LLC	ROW/ DMS/ L&H	Carolyn Zehendner 816-797-2135	carolynzdr@yahoo.com		TBD

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

**PROJECT FUNDING PACKAGE
EXHIBIT E**

Form 7 - Public Entity Crime Form

Page 1 of 2

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

1. This sworn statement is submitted to Lee County, FL
(Print name of the public entity)

by Ashley Ramsay-Naile, President
(Print individual's name and title)

for CrowderGulf Joint Venture, Inc.
(Print name of entity submitting sworn statement)

whose business address is 5629 Commerce Blvd. E Mobile, AL 36619

(If applicable) its Federal Employer Identification Number (FEIN) is 01-0626019

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

☒ 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.

PROJECT FUNDING PACKAGE
EXHIBIT E

Form 7 - Public Entity Crime Form

Page 2 of 2

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

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

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

Ashley Ramsay-Naile
(Signature)

07/25/2022

(Date)

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25th day of July 20 22, by Ashley Ramsay-Naile who has produced

(Print or Type Name)

Driver's License as identification.
(Type of Identification and Number)

Kerrie A. Noll
(NOTARY PUBLIC)

My Commission Expires: 09/14/2022

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

PROJECT FUNDING PACKAGE
EXHIBIT E

Form 8: Certification Regarding Lobbying

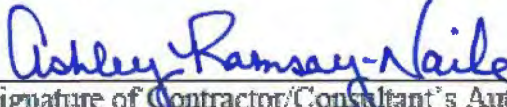
CERTIFICATION REGARDING LOBBYING

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

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

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

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


Signature of Contractor/Consultant's Authorized Official

Ashley Ramsay-Naile, President

Name & Title of Contractor/Consultant's Authorized Official

07/25/2022

Date

Form 9: Disclosure of Lobbying Activities

Approved by OMB
4040-0013

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CrowderGulf nor it's officers have any lobbying activities to disclose at this time.

PROJECT FUNDING PACKAGE
EXHIBIT E

Form # 10: Immigration Law Affidavit Certification (E-Verify)

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

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

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

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

Company Name CrowderGulf Joint Venture, Inc.

Print Name Ashley Ramsay-Naile Title President

Signature Ashley Ramsay-Naile Date 07/25/2022

State of Alabama

County of Mobile

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25th day of July, 20 22, by

Ashley Ramsay-Naile who has produced Driver's License as identification.

(Print or Type Name)

(Type of Identification and Number)

Kerrie A. Noll
Notary Public Signature

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

Kerrie A. Noll
Printed Name of Notary Public

09/14/2022
Notary Commission Number/Expiration

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

PROJECT FUNDING PACKAGE
EXHIBIT E

Form # 11: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

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

CONSULTANT/CONTRACTOR/VENDOR

CrowderGulf Joint Venture, Inc.

By:

Signature

Ashley Ramsay-Naile, President

Name and Title

5629 Commerce Blvd. E

Street Address

Mobile, AL 36619

City, State, Zip

07/25/2022

Date



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Hauling Away, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Sara Pratt

NAICS: 562119

UNSPSC: 22100000, 22102000, 81112004

Certification Number: WOSB191749

Expiration Date: July 25, 2022



Phala Mire, Women's Business Enterprise
Council - South President

Pamela Prince-Easton, WBENC President &
CEO

LaKesha White, Vice President, Certification

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Hauling Away, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: July 25, 2019

Expiration Date: July 31, 2022

WBENC National Certification Number: WBE1901646

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.



Authorized by Phala Mire, President Women's
Business Enterprise Council - South

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 562119
UNSPSC: 22100000, 22102000, 81112004

Great Lakes
Women's
Business
Council

Greater
WOMEN'S
BUSINESS

WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

WBENC MICHIGAN
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC
NEW YORK

WBEA

WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WOMEN'S
DEVELOPMENT
CENTER

WBENC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

5629 Commerce Blvd. East
Mobile, AL 36619

Office: (800) 992-8207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY**AFFIRMATIVE ACTION PROGRAM**

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

- Publication and dissemination of this company's written policy of equal employment opportunity.
 - Each employee is informed that we are an equal opportunity employer and where our policy is posted.
 - Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.
- Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
 Equal Employment Officer: Mary G. White
 Office #: 251-478-8848
 Email: m@crowdergulf.com
- Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
- The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
- We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.
- All company facilities and activities shall be non-segregated.
- All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".
- We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.
- All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.
- CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.
- In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Nade
President



Photo
Kathy James

Sec ID
KJAM1800

Last Log In
12/27 PM - 11:41/2013 Log Out

**Company Information**

Home

My Cases

New Cases

View Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Contact Us

Company Name: CrowderGulf Joint Ventures

View / Edit

Company ID Number: 812229

Doing Business As (DBA):

None

DUNS Number:

Physical Location:

Address 1:

6435 Business Parkway

Address 2:

City:

Theodore

State:

AL

Zip Code:

36682

County:

MOBILE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 10628019

Total Number of Employees: 20 to 99

Parent Organization:

Administration:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 882 - WASTE MANAGEMENT AND REMEDIATION SERVICES

View / Edit

Total Hiring Sites: 1

View / Edit

Total Points of Contact: 3

View / Edit

U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

Accessibility - www.dhs.gov Download Viewers

PROJECT FUNDING PACKAGE
EXHIBIT E



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

August 4, 2021

CROWDER-GULF JOINT VENTURE, INC.
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenzuela
Secretary

October 13, 2020

Wesley Smallwood
Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd. East
Mobile, AL 36619
Email: knoll@crowderygulf.com
RE: Pre-Qualification Package

Hello:

The pre-qualification as of October 13, 2020 for Crowder-Gulf Joint Venture, Inc. is hereby acknowledged. This pre-qualification approves your firm to bid on the Florida Department of Environmental Protection's Bureau of Design and Construction projects requiring your State licenses until August 31, 2022.

Please feel free to contact me at (850) 245-2781 with any questions or concerns you may have.

Sincerely,

Alyssa
Skehan

Digitally signed by Alyssa
Skehan
Date: 2020.10.13
08:35:01 -0400

Alyssa Skehan, FCCM
Government Operations Consultant II
Bureau of Design and Construction
Florida Department of Environmental Protection
Phone: 850-245-2781 - Office

PROJECT FUNDING PACKAGE
EXHIBIT E

www.dep.state.fl.us

Sealed Proposal Label

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP220362BJB
SOLICITATION TITLE:	Disaster Recovery Services
DATE DUE:	Tuesday, August 2, 2022
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
(Name of Company)	
e-mail address	Telephone
DELIVER TO: Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901	
<i>Note: proposals received after the time and date above will not be accepted.</i>	

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

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

PLEASE PRINT CLEARLY

FIRST AMENDMENT OF THE DISASTER RECOVERY
SERVICES FOR LEE COUNTY AGREEMENT

FIRST AMENDMENT OF THE DISASTER RECOVERY SERVICES FOR LEE COUNTY AGREEMENT, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Crowder-Gulf Joint Venture, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for disaster recovery services through Solicitation No. RFP220362BJB with Vendor on the 2nd day of October, 2022 ("Agreement"); and,

WHEREAS, after the execution of the agreement, it was determined that it would be in the best interests of the County to lower the cost per mile for alternate disposal sites outside of Lee County in Category A of the Exhibit B Fee Schedule; and,

WHEREAS, after the execution of the agreement, it was determined that it would be in the best interests of the County to reduce the number of additional services contracted for in Category B of the Exhibit B Fee Schedule; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XV. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. In order to memorialize the cost reduction for alternate disposal sites outside of Lee County, the Parties agree that the following table shall supersede the table in Category A of the Exhibit B Fee Schedule:

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY A: CORE SERVICES			
SECTION 1: DEBRIS REMOVAL, PROCESSING AND DISPOSAL			
Item	Description	Unit of Measure	Unit Price
A1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS)	CY	\$ 7.95
A2	Debris Removal from Debris management Sites (DMS) and Hauling to Final Disposal Site (Note 1 & 2)	CY	\$ 4.20
A3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (Note 1 & 2)	CY	\$ 9.00
A4	Cost per mile for alternate disposal sites outside of Lee County. (Note 1 & 2)	Cost /Mile	\$ 20.00
A5	Management of Debris Management Sites (DMS) (Note 4&5)	CY	\$ 1.00
A6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site (Will Honor for C&D Compaction)	CY	\$ 2.90
A7	Processing (Burning) of Debris at DMS or Final Disposal Site	CY	\$ 1.50
A8	Pick Up and Haul of White Goods to Disposal Site within County (Note 1)	UNIT	\$ 60.00
A9	Pick Up and Disposal of Hazardous Material	LB	\$ 9.00
A10	Freon Management and Recycling (Note: 7)	UNIT	\$ 30.00
A11	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	\$ 25.00
SECTION 2: STUMP EXTRACTIONS			
Item	Description	Unit of Measure	Unit Price
A12	< 24 inch diameter (Note:7)	Per Stump	\$ 150.00
A13	> 24 inch diameter to 47.99 inch diameter (Note:7)	Per Stump	\$ 290.00
A14	48 inch diameter and greater (Note:7)	Per Stump	\$ 390.00
A15	On site stump grinding including filling hole with wood chips (Note:7)	Per Inch	\$ 15.00
SECTION 3: HAZARDOUS LIMB REMOVAL			
Item	Description	Unit of Measure	Unit Price
A16	>2 inches at the point of breakage, or whatever the current minimum is at the time of the storm event (Note:7)	Per Tree	\$ 70.00
SECTION 4: STORM DAMAGE TREE REMOVAL			
Item	Description	Unit of Measure	Unit Price
A17	Trees that require the "Climbing" and "Cut & Drop" method (e.g., trees over structures, homes, buildings, utilities or public ROW)		
	6" to 12.99" diameter	Per Tree	\$ 180.00
	13" to 23.99" diameter	Per Tree	\$ 280.00
	> 24" diameter	Per Tree	\$ 450.00
A18	Trees that can only be accessed by "Mechanized Equipment" (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)		
	6" to 12.99" diameter	Per Tree	\$ 85.00
	13" to 23.99" diameter	Per Tree	\$ 185.00
	> 24" diameter	Per Tree	\$ 300.00
A19	Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures		
	6" to 12.99" diameter	Per Tree	\$ 180.00
	13" to 23.99" diameter	Per Tree	\$ 280.00
	> 24" diameter	Per Tree	\$ 450.00
A20	Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure		
	6" to 12.99" diameter	Per Tree	\$ 85.00
	13" to 23.99" diameter	Per Tree	\$ 185.00
	> 24" diameter	Per Tree	\$ 300.00

NOTES - The following notes apply only to Category A within the Schedule of Values and only as identified in each individual line item	
1	Prices include disposal sites located in Lee County and at the Lee Hendry Landfill in Felda FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.
2	For out of county disposal sites (excluding the Lee Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
3	For a multi-year contract, the prices shown in Category A would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWLUR0300SAO) is the established index.
4	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
5	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
6	All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items A2 through A7.
7	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

2. In order to memorialize the removal of additional services, the Parties agree that the following table shall supersede the table in Category B of the Exhibit B Fee Schedule:

RFP220362BJB - DISASTER RECOVERY SERVICES			
CATEGORY B: SPECIALTY REMOVAL AND RESTORATION			
SECTION 1: SPECIALTY REMOVAL (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.	CY	\$ 18.90
B2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2)	CY	\$ 14.00
B3	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2)	Unit	\$ 150.00
B4	Removal of eligible Vessel from (Land)	LF	\$ 80.00
B5	Demolition of Private Structure (NON-RACM)	CY	\$ 20.00
B6	Dead Fish and/or Algae, including removal and sand raking from beaches.	CY	\$ 4.00
SECTION 2: RESTORATION (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B7	Beach/Lake Restoration - Berm/Beach Construction	CY	\$ 36.00
B8	Canal Shoreline Restoration	LF	\$ 32.00
ADDITIONAL SERVICES		Unit of Measure	Unit Price
1	Collect and Haul E-Waste to DMS of Final Disposal Site	Unit	\$ 40.00
2	Rental and Operation of Barge and Tug - 110 x 30 - (plus fuel)	Per Day	\$ 12,500.00
	Mobilization for Barge and Tug	LS	\$ 40,000.00
	De-Mobilization for Barge and Tug	LS	\$ 40,000.00
NOTES - The following notes apply only to Category B within the Schedule of Values and only as identified in each individual line item			
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.		
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.		
3	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.		
4	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.		
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.		

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed, in duplicate,
by the respective parties hereto.

WITNESS:

Signed By: Wesley Naile
Print Name: Wesley Naile

Crowder-Gulf Joint Venture, Inc.

Signed By: Ashley Ramsay-Naile
Print Name: Ashley Ramsay-Naile

Title: President

Date: 10-25-22

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: Mary G Tucker
Print Name: Mary G Tucker
Title: Director of Procurement
Date: October 27, 2022

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

BY: Amanda Linder
OFFICE OF THE COUNTY ATTORNEY

REQUESTED MOTION: Authorize staff to submit two (2) Local Mitigation Strategy projects – Acquisition and Elevation - to Lee County Emergency Management Division for ranking to submit grant applications for the FEMA funded Hazard Mitigation Grant Program (HMGP) based on the impacts from Hurricane Ian.

REQUESTOR: Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Stormwater Management, #3 Strengthen City Finances, #4 Environmental Protection

BACKGROUND: In response to Hurricane Ian, the Florida Division of Emergency Management (FDEM) has announced a preliminary timeline for releasing the FEMA Hazard Mitigation Grant Program (HMGP) grant application cycle in late January or early February 2023. Through various meetings with FDEM, local partners, and the County's Local Mitigation Strategy (LMS) Planning Committee (all cities are committee members), staff learned that FEMA is prioritizing projects for Hurricane Ian funding in the following ranking: 1) Acquisition 2) Elevation, 3) Hurricane Hardening, and 4) Drainage Projects.

Prior to submitting a HMGP application, the LMS committee must prioritize projects into two (2) categories, Tier 1 Projects (priority funding) and Tier 2 projects (remaining funds). The committee has requested to receive the City's projects for ranking by December 1, 2022.

The two projects recommended by staff for LMS ranking are 1) Acquisition and 2) Elevation for those properties located within the City limits that sustained damage from Hurricane Ian.

STAFF RECOMMENDATION: Authorize staff to submit 2 LMS projects – acquisition and elevation - to Lee County LMS committee for ranking prior to submitting grant applications for HMGP grant funds.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____