

B240441CFC

Wastewater Treatment Plant Solids - Sludge Removal, Dewatering, and Landfill Disposal  
U.S. Submergent Technologies, LLC

E1 Contract # N/A - PO

## **AGREEMENT FOR SOLIDS/SLUDGE REMOVAL, DEWATERING, AND LANDFILL DISPOSAL**

**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 U.S. Submergent Technologies, LLC, limited liability company, whose address is 2201 Cantu Ct, Suite 116, Sarasota, FL 34232, and whose federal tax identification number is 45-3805258, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase wastewater solids/sludge removal, dewatering, and landfill disposal from the Vendor in connection with "Wastewater Treatment Plant Solids - Sludge Removal, Dewatering, and Landfill Disposal" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B240441CFC on July 19, 2024 (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 24, 2024; and,

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

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

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

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications Section of B240441CFC, 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. B240441CFC, 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.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) 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 two (2) years. The effective date shall be November 16, 2024.
- 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 products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

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

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

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

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

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

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

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

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

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

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

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

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

**IX. OWNERSHIP OF PRODUCTS**

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

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

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

**XI. COMPLIANCE WITH APPLICABLE LAW**

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

**XII. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding

under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing,

advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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 XII.

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. VENDOR WARRANTY**

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

#### **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The 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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Randy Cordrey  
Title: Project Manager  
Address: 2201 Cantu Court, Suite 116  
Sarasota, FL 34232  
Telephone: (786)449-6991  
Facsimile: \_\_\_\_\_  
Email: rcordrey@usubmergent.com

County's Representative

Name: Mary Tucker  
Title: Procurement  
Management Director  
Address: P.O. Box 398  
Fort Myers, FL 33902  
Telephone: (239) 533-8881  
Facsimile: (239) 485-8383  
Email: [mtucker@leegov.com](mailto: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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: Caroline Dunkel

Print Name: Caroline Dunkel

**U.S. Submergent Technologies, LLC**

Signed By: Denver J Stutler, Jr

Print Name: Denver J Stutler, Jr

Title: CEO

Date: 10/18/24

**LEE COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

Signed By: Kevin Ruane  
DocuSigned by: 22FDD5F15C7E43A...

Print Name: Kevin Ruane

Title: vice-Chair

Date: 11/22/2024 | 9:31 PM EST

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: Latasha Seth  
Signed by: 77C37938E6744EA...  
DEPUTY CLERK

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

BY: Amanda L. Swindle  
DocuSigned by: EC9B5A5584DD473  
OFFICE OF THE COUNTY ATTORNEY



## **EXHIBIT A**

### **SCOPE OF WORK AND SPECIFICATIONS**

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#### **SCOPE OF WORK AND SPECIFICATIONS**

##### **1. GENERAL SCOPE OF WORK**

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide solid/sludge removal from wastewater treatment processes at multiple locations and deliver them to a landfill location for disposal.

##### **2. DETAILED SCOPE OF WORK**

###### **2.1. DESCRIPTION & LOCATION**

- 2.1.1. The work to be done under this Contract shall consist of removing accumulated solids/sludge residuals from unit process at the below listed County wastewater facilities.

###### **2.1.1.1. Unit Processes Locations:**

**Fiesta Village Water Reclamation Facility**  
1366 San Souci Drive  
Plant phone: (239) 481-1953  
Lead Operator: Zack Munoz (239) 357-0342

**Fort Myers Beach Water Reclamation Facility**  
17155 Pine Ridge Road  
Plant phone: (239) 466-8039  
Lead Operator: Igor Gutin (239) 744-9283

**Gateway Water Reclamation Facility**  
13265 Soccer Drive  
Plant Phone: (239) 768-339  
Lead Operator: John Hollingsworth (239) 785-7486

**Pine Island Water Reclamation Facility**  
6928 Stringfellow Road  
Plant Phone: (239) 282-0025  
Lead Operator: Zack Munoz (239) 357-0342

**Three Oaks Water Reclamation Facility**  
18521 Three Oaks Parkway  
Plant Phone: (239) 267-0387  
Lead Operator: Tom White (239) 671-1613

- 2.1.2. The Vendor shall thoroughly examine the site to fully understand any difficulties that may be involved. This includes determining the quantities of residuals to be removed and understanding the requirements to complete all specified work. There will be no minimum tonnage of material for each tank cleaning.
- 2.1.3. Vendor shall provide competent and properly licensed operators for the operation of all equipment employed in the performance of Vendor's obligations under this Contract. For security purposes, all drivers and representatives of Vendor shall provide photo identification, along with the proper credentials, indicating that they are employed and a duly authorized representative of Vendor. The County project sponsoring department (LCU) and/or other equivalent authorized representative reserves the right to refuse access to any facility if proper identification is not provided upon request. Any associated costs incurred by Vendor shall be borne by Vendor, should access be denied for lack of proper identification.
- 2.1.4. All Equipment and hauling vehicles provided by Vendor to perform their obligations under this Contract shall be maintained by the Vendor in a good and safe operating condition throughout the duration of this Contract. Hauling vehicles used for the removal and disposal shall be leak proof. No leakage from tailgates is allowed.

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- 2.1.5. All Wastewater solids/sludge residuals shall be disposed of at the Lee/Hendry Landfill, located at 5500 Church Road, Felda, FL 33930. Hours of operation are Monday – Friday 7:00 AM to 4:00 PM. The last load must be in the gate 30 minutes before closing to allow adequate time to dump. Advanced notice to the scale house is required for special wastes. Disposal of residuals at the Landfill is limited to four loads per day.
- 2.1.6. Spill response shall be the sole responsibility of the Vendor. All costs incurred, clean-up activities and materials for any spilled residuals shall be borne by the Vendor notwithstanding the cause of the spillage. The cleanup shall include, but is not limited to, the removal of the spilled material and the remediation of the area where the spillage occurred. The cleanup efforts and site must meet all local, State and Federal regulations and requirements. Vendor shall notify the plant personnel immediately upon discovery of a spill.

2.2. VENDOR RESPONSIBILITIES

- 2.2.1. The following shall further be the responsibility of the Vendor under this Contract:
  - 2.2.1.1. Furnishing and mobilization of all labor, supervision, material, fuel, tools, equipment, supplies, transportation, and other means of construction necessary, or proper, for performing and completing the work.
  - 2.2.1.2. All material must pass the paint-filter test to be disposed of at the Lee/Hendry Landfill.
  - 2.2.1.3. Protection and safekeeping of all existing equipment, piping, structures, and other appurtenances located in the unit process.
  - 2.2.1.4. Dewatering as necessary to complete the work. Dewatering operations shall not utilize the ground or any storm drain areas. Vendor must use approved plant collection systems, another plant tank, or provide their own tank. All filtrate/centrate may be discharged to onsite manholes/lift stations, which are located at each plant. Pumps shall be required for dewatering digesters at each facility. All other tanks may be drained by gravity.
  - 2.2.1.5. Complete repair and restoration of all areas disturbed or damaged by removal activities. Areas shall be restored to pre-construction/service conditions.
  - 2.2.1.6. Maintaining the work area and site in a clean and acceptable manner.
  - 2.2.1.7. Execute duties while maintaining the operational capacity of the facility. Vendor shall coordinate work with Plant Operations personnel, specifically the plant Lead Operator and Wastewater Manager.
  - 2.2.1.8. Protection of finished and unfinished work.
  - 2.2.1.9. Provide and maintain erosion and sediment controls around the work area.
  - 2.2.1.10. Furnishing as necessary, proper equipment and machinery of a sufficient capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

2.3. VENDOR'S USE OF SITE

- 2.3.1. In addition to the requirements of the General Conditions, Vendor shall be responsible for the following:
  - 2.3.1.1. County employee occupancy and access to operate existing facilities.
    - 2.3.1.1.1. County employees shall occupy premises during entire period of removal process to maintain normal operations. Vendor shall cooperate with County's representative in all restoration operations to minimize conflict, facilitate County usage, and maintain site security as designated by Wastewater Manager and Project Manager.
  - 2.3.1.2. Coordination of site use with County authorized representative.
  - 2.3.1.3. Vendor shall submit a Site Utilization Plan for review and approval by the project manager prior to commencement of the project.
    - 2.3.1.3.1. The Site Utilization Plan identifies routes for entry and exiting, and staging areas for vehicles and equipment at the site. This site Utilization plan shall be furnished by the Vendor after the Purchase Order (PO) has been issued and prior to the commencement of work under same PO.

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- 2.3.1.4. Power hookups are available at each site. The County has 120-volt receptacles. Anything with higher voltage requirements shall be at the Vendor's expense and must be approved by the County.
- 2.3.1.7. Water hookups are available at all locations at no charge to the Vendor. All plants have 2" cam-lock connections available for reuse water, or if the need should arise, the County may install one. All plants also have valves with 1" male pipe thread for installing 1" industrial water hoses. The available flow rate at each facility ranges from 100-200 GPM. The chlorine content ranges from 0 to 5 mg/L.

2.4. EXECUTION

- 2.4.1. The Vendor shall commence work within 5 business days following issuance of County Purchase Order or as otherwise indicated within the County Purchase Order. Vendor shall always coordinate commencement, delays, and completion of services with County authorized representative requesting work. Vendor shall execute work with such progress as may be required to prevent delay to the general completion of the project. Execute work quickly and supply adequate personnel, material, and equipment to complete the work in the time established by the Contract. At all times, schedule and direct the work so that it provides an orderly progression to completion within the specified time for completion.
- 2.4.2. Work at the listed facilities shall be performed between the hours of 7:00 AM and 5:00 PM. Permission to deviate from these hours must be granted by the County authorized representative. Mobilization of heavy equipment through a residential area outside of these hours is prohibited.
- 2.4.3. Vendor shall be responsible for locating and protecting all existing utility lines and expansion joints within the process basins and adjacent to the active work zone.
- 2.4.4. Gate access will be provided upon arrival.

2.5. OBLIGATIONS OF THE COUNTY

- 2.5.1. Prior to issuance of Purchase Order, Lee County Utilities (LCU) will have a Toxicity Characteristic Leaching Procedure (TCLP) analysis as required for disposal of residuals generated at the facility during the term of the Contract and provide such to the Vendor.
- 2.5.2. The County will complete the Lee County Solid Waste Generator's Waste Summary Sheet (GWSS) prior to disposal.
- 2.5.3. The County will pay all Landfill Tipping fees internally.
- 2.5.4. The County will lock/tagout and isolate all plant equipment.
- 2.5.5. The County will drain the tanks of all free liquids prior to start of each project.

2.6. COMPENSATION

- 2.6.1. Vendor shall invoice the County as each unit process is cleaned.
  - 2.6.1.1. Vendor shall invoice the County using Wet Tons as the unit of measure on all invoices.
- 2.6.2. The Vendor's rates shall be fully loaded and as such be inclusive of all labor, materials, equipment, overhead, etc. necessary to provide for complete and satisfactory services.
- 2.6.3. All work shall be completed within 120 calendar days from issuance of Purchase Order.

**End of Scope of Work and Specifications Section**

VER 06-12-24

### 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. 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) 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 two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

**2. BASIS OF AWARD**

- 2.1. The basis of award shall be determined by the lowest *Project Total* Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. The County expects to award to a Primary Vendor as well as a Secondary Vendor for this project. In the event the Primary Vendor cannot perform the work under the Contract the Secondary Vendor will be contacted to perform the work. The County elects to utilize the Secondary Vendor when deemed in its Best Interest and at its sole discretion.
- 2.3. The County reserves the right to award to a sole Vendor or in the manner that is deemed in the best interest of the County and in its sole discretion.

**3. LOCAL PREFERENCE**

- 3.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

**4. MASTER AGREEMENT NOTICE**

- 4.1. This is a "Master" agreement, which is not for any specific project. Work to be performed under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order, by the County.
- 4.2. A Purchase Order shall be issued by the County before commencement of any Work related to this Agreement. Vendor acknowledges and agrees that no minimum order or amount of Work is guaranteed under this Agreement and no minimum charge shall be applied to any work given to Vendor by County.

**End of Special Conditions Section**





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

Posted Date: July 24, 2024

Solicitation No.: B240441CFC

Solicitation Name: Wastewater Treatment Plant Solids – Sludge Removal, Dewatering, and Landfill Disposal

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. PRE-BID RESCHEDULE:

FROM: August 5, 2024, at 10:00AM

TO: August 12, 2024, at 10:00AM

### 2. OPEN DATE/BIDS DUE EXTENSION:

FROM: August 21, 2024, at 2:30PM

TO: September 4, 2024, at 2:30PM

**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.**

*Cl Edwin Chin*

Analyst Name  
Procurement Analyst Direct Line: 239-533-8830  
Lee County Procurement Management



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

Posted Date: August 9, 2024

Solicitation No.: B240441CFC

Solicitation Name: Wastewater Treatment Plant Solids – Sludge Removal, Dewatering, and Landfill Disposal

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. QUESTIONS/ANSWERS

1.	Who is the current contractor?
Answer	<b>The primary and secondary Vendor contracts can be found at <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5627&amp;fn=Project2021-06-14T10_47_59.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5627&amp;fn=Project2021-06-14T10_47_59.xml</a></b>
2.	What is the current price?
Answer	<b>The primary and secondary Vendor contracts can be found at <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5627&amp;fn=Project2021-06-14T10_47_59.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5627&amp;fn=Project2021-06-14T10_47_59.xml</a> Pricing can be found in Exhibit B - Fee Schedule of both contracts on page 25.</b>
3.	Will the County be providing a separate Form Contract Agreement to execute by the selected bidder?
Answer	<b>Yes, the primary and secondary Vendors will be issued a separate Agreement after award.</b>
4.	Will the bidders have pre-submission access to the form contract in advance of the bid submission?
Answer	<b>The Lee County Agreement-Product/Service is available for review at the following link. <a href="https://www.leegov.com/procurement/forms">https://www.leegov.com/procurement/forms</a></b>
5.	Will the County agree to include the in the final contract agreement a Mutual waiver of Consequential Damages similar to the following language "Mutual Waiver of Consequential Damages - Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract."
Answer	<b>The County uses their own contract form and is willing to negotiate terms with the awarded Vendor, when necessary and when it is in the best interest of the County.</b>

6.	<p>Will the County agree to include the in the final contract agreement a provision addressing Force Majeure / Uncontrollable Circumstances / Change in Law similar to the following language? "Relief for Force Majeure/Uncontrollable Circumstances; Change in Law - Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and County shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.</p>
<b>Answer</b>	<p><b>The County uses their own contract form and is willing to negotiate terms with the awarded Vendor, when necessary and when it is in the best interest of the County.</b></p>
7.	<p>Have the materials specified in the Scope of Work for removal and disposal been tested for PFAS /PFOA or other 40 CFR 503 regulated components? If Yes, will the County agree to share the results of those tests with the prospective bidders, prior to the bid submission date?</p>
<b>Answer</b>	<p><b>Lee County does not sample the sludge for any of the components listed unless requested by the Lee Hendry Landfill. The County does, however, handle securing the approval for disposal at the landfill, so it will not be the Vendor's responsibility to do so.</b></p>
8.	<p>Section 1.7 - Liquidated Damages - Contractor requests that Section 1.7 be amended to include the following language - " Liquidated Damages shall not be applicable to this agreement when the delay in or impossibility of performance on the contract work is the result of, or occasioned by a force majeure event, or circumstance beyond the control of the Contractor."</p>
<b>Answer</b>	<p><b>The County uses their own contract form and is willing to negotiate terms with the awarded Vendor, when necessary and when it is in the best interest of the County.</b></p>
9.	<p>Section 26.2.1 - Will the County please clarify if the renewal terms specified in the agreement are two individual 12-Month Renewals, or one 24-Month renewal?</p>
<b>Answer</b>	<p><b>The Term in section 1.1. of the Special Conditions shall take precedence.</b></p>

	<b>1. 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) 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 two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.</b>
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10.	Section 26.6.4 - TERMINATION FOR CONVENIENCE - Will the County alter the language in Section 26.6.4 to reflect the following language specifying rights of recovery for the Contractor, should the County terminate the agreement for Convenience? "If the County exercises its discretionary right to terminate for convenience, the County will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases."
<b>Answer</b>	<b>The County uses their own contract form and is willing to negotiate terms with the awarded Vendor, when necessary and when it is in the best interest of the County.</b>

11.	Will the County agree to modify Section 2.6 COMPENSATION of the Special Conditions of the Agreement to include Section 2.6.1.2 "2.6.1.2 - Contractor shall submit to County an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. County shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, County agrees to promptly pay any undisputed amounts."
<b>Answer</b>	<b>The County uses their own contract form and is willing to negotiate terms with the awarded Vendor, when necessary and when it is in the best interest of the County.</b>

**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.**

*Cledwin Chin*  
 Analyst Name  
 Procurement Analyst Direct Line: 239-533-8830  
 Lee County Procurement Management



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383

[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: August 27, 2024

Solicitation No.: B240441CFC

Solicitation Name: Wastewater Treatment Plant Solids - Sludge Removal, Dewatering, and Landfill Disposal

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. QUESTIONS/ANSWERS

1.	What is the required response time from work issuance?
Answer	<b>Please refer to Section 2.4. Execution of the Scope of Work and Specifications. 2.4.1. The Vendor shall commence work within 5 business days following issuance of County Purchase Order or as otherwise indicated within the County Purchase Order.</b>
2.	Is there a "paint test" required prior to disposal?
Answer	<b>Yes, please refer to Section 2.2. Vendor Responsibilities of the Scope of Work and Specifications. 2.2.1.2. All material must pass the paint-filter test to be disposed of at the Lee/Hendry Landfill.</b>
3.	How much advance warning will be given for an issued work order?
Answer	<b>County staff will coordinate with the awarded vendor on a mutually agreeable date for any work authorized under this contract.</b>
4.	Can you please provide the previous detailed bid tabulation?
Answer	<b>The previous bid tabulation can be found at the following link. <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5627&amp;fn=Project2021-06-14T10_47_59.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5627&amp;fn=Project2021-06-14T10_47_59.xml</a></b>
5.	Is there a "paint test" requirement?
Answer	<b>Yes, please refer to Section 2.2. Vendor Responsibilities of the Scope of Work and Specifications. 2.2.1.2. All material must pass the paint-filter test to be disposed of at the Lee/Hendry Landfill.</b>
6.	Can any fluids be decanted back into the system on-site?
Answer	<b>Yes, liquid can be decanted back into the plant.</b>

7.	The County is paying all landfill tipping fees, where is the preferred discharge / dump site?
Answer	Please refer to section 2.1.5. of the Scope of Work and Specifications. 2.1.5. All Wastewater solids/sludge residuals shall be disposed of at the Lee/Hendry Landfill, located at 5500 Church Road, Felda, FL 33930. Hours of operation are Monday – Friday 7:00 AM to 4:00 PM. The last load must be in the gate 30 minutes before closing to allow adequate time to dump. Advanced notice to the scale house is required for special wastes. Disposal of residuals at the Landfill is limited to four loads per day.

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.

*Cledwin Chin*

Analyst Name  
Procurement Analyst Direct Line: 239-533-8830  
Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

The Vendor is the primary vendor for the line items listed below. The County shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor. Services are to be charged in accordance with the unit prices provided below.

**PRIMARY VENDOR FOR THE FOLLOWING ITEMS:**

Description	Unit of Measure	Unit Price
Wastewater Solids/Sludge Removal, Dewatering, and Landfill Disposal	Wet Ton	\$489.51

## EXHIBIT C INSURANCE REQUIREMENTS



<b>Lee County Insurance Requirements Includes Pollution Liability</b>
---

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
  
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
  
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit
  
- d. **Pollution Liability** – Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:
  - \$1,000,000 bodily injury / property damages / cleanup, including wrongful delivery

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





**Lee County Insurance Requirements  
Includes Pollution Liability**

**Verification of Coverage:**

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

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

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

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

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

**Special Requirements:**

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

**EXHIBIT D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND SCREENING AFFIDAVIT**

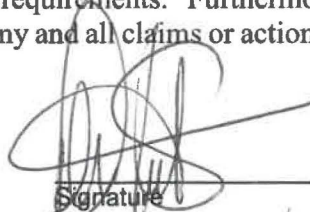
Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance 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: 10-21-24

STATE OF FL  
COUNTY OF Sarasota

  
\_\_\_\_\_  
Signature  
Denver Stutler, CEO  
\_\_\_\_\_  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 21 day of October, 2024, 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: Known personally  
Type of Identification

[Stamp/seal required]

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

**KIMBERLY K SCHWEIGER**  
Notary Public, State of Florida  
My Comm. Expires Aug 02, 2027  
No. HH 429083