

RFP240124KLB
Disaster Food Catering Services - FEMA
Mattison's 41, LLC

E1 Contract # _____

AGREEMENT FOR DISASTER FOOD CATERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Mattison's 41, LLC, a Florida limited liability company whose address is 727 S. Tamiami Trail, Sarasota, FL 34321, and whose federal tax identification number is 26-1114169, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase disaster food catering services from the Vendor in connection with "Disaster Food Catering Services - FEMA" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP240124KLB on March 8, 2024 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on April 23, 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 Sections 1 through 9 of the Detailed Specifications section of RFP240124KLB, a photocopy of said sections being attached hereto and incorporated by referenced as Exhibit A. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits and alike, as set forth in the Exhibit E, Project Funding Package, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Vendor's executed proposal documents, grant funding provision, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP240124KLB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three (3) year period. The effective date shall be August 6, 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; <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. 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: Paul Mattison
 Title: Owner
 Address: 7275 S. Tamiami Trail
Sarasota, FL 34231
 Telephone: (941) 350-2284
 Facsimile: N/A
 Email: chefpaul@mattisons.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

- J. Any change in the County’s or the Vendor’s Representative will be promptly communicated by the party making the change.

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

[The remainder of this page intentionally left blank.]

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

WITNESS:

MATTISON'S 41, LLC

Signed By: Jacqueline Armstrong Signed By: Paul Mattison

Print Name: Jacqueline Armstrong Print Name: Paul Mattison

Title: Owner

Date: 5-14-24

LEE COUNTY

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

DocuSigned by:
Signed By: Mike Greenwell
AD64A0A2E8F043C...

Print Name: Mike Greenwell

Title: Chair

Date: 6/21/2024 | 10:56 AM EDT

**ATTEST:
CLERK OF THE CIRCUIT COURT**

DocuSigned by:
BY: Melissa Butler
B72C163D219C464...
DEPUTY CLERK

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

DocuSigned by:
BY: Andrea Fraser
D7B0A432438E448...
OFFICE OF THE COUNTY ATTORNEY

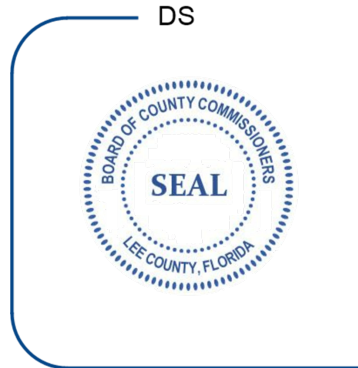


EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. The Lee County Board of County Commissioners is requesting proposals from qualified Vendor(s) to provide catering services, supply bulk and/or boxed food meals, and food supplies to the County's employees and emergency workers before, during, and/or after an emergency or disaster event.
- 1.2. The Vendor shall be capable of providing nutritious meals in the event of an emergency or disaster and may propose to support part or all the feeding operation required.

2. ADDITIONAL SCOPE CONDITIONS

- 2.1. When an emergency or disaster occurs or is imminent, the County will contact the Vendor holding a Disaster Food Catering Services Agreement to advise them of the County's intent to activate the Agreement. The Agreement will be activated immediately before, during, and/or after an emergency or disaster in Lee County. The County reserves the right to exercise its discretion in making the determination of what constitutes a disaster and/or emergency event.
- 2.2. No guarantee is expressed or implied as to the quantity of commodities and/or services to be procured under this request for proposal; no work is guaranteed.
- 2.3. Anticipated disasters include, but are not limited to storms, hurricanes, tornadoes, flooding, fires, homeland security activity, major police activity, acts of terrorism, etc.
- 2.4. Feeding requirements and needs shall be based on the severity of the disaster but could range from one feeding location in smaller events to over fifteen feeding locations countywide.
 - 2.4.1. Locations included, but are not limited to Lee County Emergency Operations Center, emergency responder feeding staging areas throughout Lee County, and various emergency shelter locations.
 - 2.4.1.1. Vendor shall be required to provide and deliver cold box meals to locations within Lee County, as directed by the County.
 - 2.4.2. Vendor shall be prepared to supply and provide service at the Emergency Operations Center during a lock-down period of approximately twenty-four (24) hours.

3. EVENT PREPARATION AND RESPONSE

- 3.1. Depending on the nature of the emergency and/or disaster, the County will strive to provide at least 48 hours' notice of activation. At this time, the County shall inform the Vendor(s), either verbally or in writing, of the nature of the emergency, site or location(s), type of food and/or meals required, estimated quantity of food required, serving times, name and contact information for the County's liaison, and other relevant information.
 - 3.1.1. The Vendor shall provide all food and beverage services during activation as described herein, beginning within 24 hours after notice by the County, unless the County provides for a longer response time with request.
- 3.2. The County shall provide the Vendor(s) a written 24-hour notice to the extent possible to shut down operations. At that time, the County will coordinate with the Vendor(s) the safe and appropriate termination of operations. The County liaison shall also identify and provide the Vendor(s) any clean-up requirements.

3.3. Vendor must understand, depending on the nature of the disaster and/or emergency, normal food suppliers and/or fuel providers in the area may be closed or inoperable and shall prepare accordingly to ensure services as requested herein are met to their full expectations.

4. COUNTY RESPONSIBILITIES

4.1. The County shall provide site or location for set up and operation.

4.2. The County shall provide an estimated daily count for all meals to be provided at each site and/or location.

4.3. The County shall appoint a primary County liaison and/or point of contact.

4.4. The County shall notify the Vendor promptly of any cancellation and/or changes.

4.4.1. Vendor shall include in their proposal information on their meal cancellation policy.

4.5. Emergency Operations Center (EOC) Facility Kitchen

4.5.1. The Vendor shall have full access to the EOC kitchen, which has limited food preparation and cooking capabilities as described below. Vendor may use the onsite kitchen; however, it is not required that food be prepared onsite.

4.5.2. The following is a list of kitchen equipment available for Vendors use:

- a. (2) Combo Fridge/Freezers
- b. (1) Freezer
- c. (1) Large Walk-In Refrigerator / Freezer
- d. (1) Fridge
- e. (1) Chest Freezer
- f. (3) Cabinets Warmers
- g. (1) Garland 4 Burner Stove/Oven/12x20 Flattop Grill
- h. (1) APW Express Conveyor Toaster
- i. (1) Two Slice Toaster
- j. (2) Microwaves
- k. (1) Residential Dishwasher
- l. (1) Residential Sink
- m. (1) Hand Wash Sink
- n. (1) Deep Basin Sink
- o. (1) 15ft. Prep Counter
- p. (1) Small Ice maker
- q. (1) Large Ice maker
- r. (1) Bunn Titan Coffee Machine
- s. (1) 15ft. x 13ft. Pantry
- t. (2) Dumpsters
- u. (1) Recycle Dumpster
- v. (1) Grey/Black Water In-Ground Disposal
- w. (5) Food Counter Server Warmers
- x. (1) Blackstone Propane Gas Grill

5. VENDOR RESPONSIBILITIES

- 5.1. The Vendor shall obtain all licenses and/or permits required, in its business name and at their own expense, prior to the start of operations.
- 5.2. All meals shall be prepared under national, state, and local health safety and sanitary conditions. If the food is served in and/or from Mobile Food Dispensing Vehicles, the Vendor must provide a copy of license and shall meet the minimum specifications as required in section 61C4.0161, Florida Administrative Code.
<https://www.flrules.org/gateway/chapterhome.asp?chapter=61c-4>
- 5.3. The Vendor shall comply with all Federal, State, and Local guidelines governing health and food service sanitation.
- 5.4. The Vendor shall provide all management, supervision, labor, materials, supplies, and any additional equipment needed to establish and operate a food service facility for dispensing food and beverages. Service shall be prompt, efficient, sanitary, and courteous and avoid undue interference with the operation of the facility in which services are provided. The variety, menu, and appearance of food shall be consistent with food service industry standards.
- 5.5. The Vendor shall provide an adequate number of employees to operate each site and/or location based on the number of meals being served at that location. The Vendor's employees shall be clean and courteous to the public. Employees must have a current health department certification and have completed all required instructions and medical requirements.
 - 5.5.1. Vendor shall maintain current health inspection records as applicable and required for the services provided herein.
- 5.6. The Vendor shall provide proper containers (microwave-safe for boxed hot meals) and utensils for all meals. Recyclable materials shall be used when commercially available.
- 5.7. The Vendor shall furnish all items required for service, including, but not limited to, dishes, glassware, utensils, serving spoons, food tables, chafing dishes, beverage urns, hot/cold cups, napkins, and condiments in single serve packets.
- 5.8. The Vendor shall maintain adequate supplies on hand and shall be responsible for re-stocking all supplies.
- 5.9. The Vendor shall promptly dispose of all refuse and waste material, created by the Vendor's operation, after each meal service. Trash removal and cleaning of kitchen shall be the Vendor's responsibility.
- 5.10. The Vendor is prohibited to serve leftovers.
 - 5.10.1. All leftover meals purchased by the County shall become the property of the County, and therefore, shall remain with the County after each meal service.
 - 5.10.2. The Vendor shall box up, label, and date leftovers and leave in the County refrigerator(s).
- 5.11. The Vendor's invoice must itemize the actual meal count and reflect the firm fixed contract price per meal. Additionally, the invoice must itemize the actual meal count per location and/or department and reflect firm fixed price for each meal.

- 5.12. The Vendor shall provide emergency contact telephone numbers that will allow twenty-four (24) hours, seven (7) days per week contact.
- 5.13. The Vendor shall appoint one of its employees as the primary liaison and key contact for approval by the County during an active event.

6. MEAL REQUIREMENTS

- 6.1. In an emergency event setting, County employees may be working outside under extremely difficult and stressful conditions that may also be potentially hazardous. Working in these elements will require stamina and the expenditure of a great deal of energy during the course of recovery operations. The weather will play a significant role (i.e. hot and humid conditions) and will necessitate adequate hydration and proper nutrition to ensure relief of employee's stress and maintenance of their overall well-being. Calorie counts may also differ based on the employees that are being served (ex. Emergency Operations Center Staff vs. First Responders in the field).
- 6.2. During an event, the Vendor(s) shall provide a daily menu that includes foods that are visually appealing, appetizing, and nutritionally sound. Three nutritional and well-balanced meals per day (breakfast, lunch, and dinner) shall be required. An additional late service meal shall be required for 24-hour activation operations. In the event of this additional late service, the County will notify the Contractor 24 hours in advance.
- 6.3. Each meal served shall include the USDA recommended servings of protein, grains, fruits, and vegetables.
 - 6.3.1. Breakfast shall consist of a standard portion of protein, fruit, and dairy, and served as a hot meal with cold meal choices.
 - 6.3.2. Lunch, dinner, and late shift meals shall contain an entrée of either meat, pasta, or fish and include a salad option.
 - 6.3.3. Vendor shall only be required to provide one entrée per meal.
- 6.4. All meals shall be a minimum of one and one-half serving size.
- 6.5. Vendor shall ensure availability to supply three 16oz. bottles of water per person, per day.
- 6.6. Consideration must be given to providing a variety of goods at each meal to ensure a choice for special dietary needs (i.e. vegetarian, diabetic, kosher, gluten free, etc.) upon notice.
 - 6.6.1. Vendor shall display signage in serving area indicating to inform a member of staff if allergen information is required (i.e. "Allergies and intolerance: please speak to a member of staff if you require information about our ingredients").
- 6.7. Boxed meals shall be appealing and travel well.
- 6.8. Boxed meals shall include a deli style sandwich, bag of chips, piece of fruit, cookie, napkin, and bottle of water. Similar items are acceptable upon approval by the County.
- 6.9. The Vendor shall provide insulated gel packs for use in boxed meals as appropriate.
- 6.10. Vendor shall make available coffee and tea service with cups, sugar, creamer, stirrers, etc. on a 24/7 basis. Coffee (caffeinated and decaffeinated) shall be brewed onsite. Hot water and tea bags shall be made available.

- 6.11. All materials required to brew and consume the coffee and tea shall be provided by the Vendor, including, but not limited: coffee maker, coffee, filters, cups, sugar, sugar substitute, creamer, flavored creamer, etc.
- 6.12. Vendor shall make available at the County’s request the following items: soft drinks (cans and/or bottles), regular and diet, iced tea, juice, milk, lemonade, snacks (chips, crackers, cereal bars, nuts, etc.).

7. MEAL COUNT PROCESS

- 7.1. The Vendor shall track each meal consumed and shall be responsible for managing the distribution process to ensure each person served is being accounted for and an accurate meal count is provided to the County following each meal. Tracking shall be accomplished through a monitored paper-based signature process or by electronic means.
- 7.2. The meal count shall be provided to the County no later than two hours after each meal is complete. The number of meals counted shall be recorded and reconciled between the County and Vendor at the end of each meal.

8. SERVING TIMES

- 8.1. Pre-event serving times will be established on an event-by-event basis.
- 8.2. The County anticipates serving times post-event as listed below. The times listed may change or vary depending on the nature of the disaster and/or emergency event. All times shall be Eastern Time Zone.

<u>Breakfast</u>	<u>7:00 AM until 9:00 AM</u>
<u>Lunch</u>	<u>11:00 AM until 2:00 PM</u>
<u>Dinner</u>	<u>6:00 PM until 8:00 PM</u>
<u>Late Shift</u>	<u>12:00 AM until 2:00 AM</u> <u>(box dinner acceptable)</u>

- 8.3 Upon request by the County, Cold box meals shall be delivered to staging area locations following the serving times listed below. All times shall be Eastern Time Zone.

<u>Breakfast</u>	<u>7:00 AM until 9:00 AM</u>
<u>Lunch</u>	<u>11:00 AM until 2:00 PM</u>
<u>Dinner</u>	<u>6:00 PM until 8:00 PM</u>
<u>Late Shift</u>	<u>12:00 AM until 2:00 AM</u>

9. PRICE PER MEAL

- 9.1. The Vendor’s price per meal shall include the actual labor costs and total cost of doing business, including, but not limited to the following charges:
 - a. Overhead
 - b. Set-up and tear-down costs
 - c. Profit
 - d. Travel, Lodging, and travel time
 - e. Service charges and surcharges
 - f. Gratuities
 - g. Delivery
 - h. Potable water
 - i. Fuel cost (propane, gas, diesel, electric, etc.)
 - j. Generators to run equipment
 - k. Food products including condiments

- l. Transportation
- m. All necessary catering and miscellaneous equipment
- n. Refrigeration equipment
- o. Serving items, (serving dishes/chafing dishes, plates, cups, eating and serving utensils, to go containers, etc.)
- p. Tools
- q. Insurance
- r. Fringe benefits

SAMPLE MEALS

Days 1 thru 3

Breakfast

- 4 oz. Scrambled Eggs and Egg Substitute
- 2 oz. Breakfast Meat
- 1 pc Breakfast Bread (waffle, pancake) or Toast
- Butter and syrup or jam
- 12 oz. Coffee, Juice or Milk

Snack

- 1 ea. Muffin or Bagel
- 1 pc. Fresh Whole Fruit

Lunch

- Fresh Tossed Salad
- 4 oz. Protein -Chicken, Beef, Fish, Pork, sandwiches, etc.
- 4 oz. Starch - pasta, potato, rice
- 3 oz. Vegetable - fresh/frozen
- 12 oz. Beverage

Dinner

- Fresh Tossed Salad
- 6 oz. Protein - Chicken, Beef, Fish, Pork, dinner entrees, etc.
- 4 oz. Starch
- 3 oz. Vegetable
- Dessert - Cookie, etc.
- 12 oz. beverage

By Day 4 the County would begin to transition into remaining frozen and introducing dry and canned products. These menus begin to become much simpler, and snacks are now dedicated for workers only. Day 5 thru 7, these menus are very basic and are at this time meant to sustain nutrition thru shelf stable product.

Day 4

Breakfast

- Hard Boiled Egg
- 4 oz. Dry Cereal or Hot Cereal
- 3 oz. Canned Fruit and or Yogurt
- 8 oz. Coffee or Water

Snack

- ** Workers only**
- 1 ea. Granola Bar, Cheese, Dried Fruit or Bags of Chips

Lunch

Carrot Sticks or Celery Sticks
Deli Sandwich
Chips
12 oz. Beverage

Dinner

8 ounces Entrée - Lasagna, Pasta Bake, Raviolis
3 oz. Frozen or Canned Vegetable
12 oz. Beverage
Dessert

Day 5 thru 7

Breakfast

4 oz. Dry Cereal or Hot Cereal
3 oz. Canned Fruit and or Yogurt
8 oz. Water, Coffee if available

Snack

**** Workers only**
1 ea. Granola Bar, Cheese, Dried Fruit or Bags of Chips

Lunch

8 ounces Soup or Chili, etc.
1 pc Roll or Bread
3 oz. Vegetable -fresh/frozen
12 oz. Beverage

Dinner

8 ounces Entrée - Lasagna, Pasta Bakes, Raviolis, Tuna Casserole, etc.
3 oz. Frozen or Canned Vegetable
12 oz. Beverage

End of Detailed Specifications

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) three-year (3) period.

2. PRICING

2.1. Vendors are required to submit pricing for all categories (categories 1-4) and on all line items within that category listed within the proposal form. Failure to submit pricing on all line items within a category may deem your company as non-responsive.

2.2. The County has requested and included the potential to provide services at public shelter locations. Although service to the public at public shelter locations is not anticipated, Vendor shall have the capabilities and be prepared to provide such services as requested.

3. PROJECT FUNDING NOTICE

3.1. As notice to all Vendors, this project may be funded in whole or in part with Federal and State funds through the Federal Emergency Management Agency (FEMA). 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 and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships Vendor creates to support Vendor’s services to the County under this Agreement.

4. LOCAL VENDOR PREFERENCE EXCLUSION

4.1. The Lee County Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

5. FEMA REIMBURSEMENT

5.1. 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.

6. BACKGROUND CHECK

6.1. The Vendor shall conduct background checks of its employees, agents, representatives, and subcontractors who perform the services provided for the County. The cost of the background checks shall be borne by the Vendor.

6.2. At a minimum, the following background and criminal history areas must be checked and screened:

- Social Security Trace and Address History
- National Federal Criminal Search
- National Criminal Database
- County Criminal
- National Sex Offender Registry and Violent Abuse Registry

- 6.3. The Vendor may be required to provide proof and documentation of those background checks to the County. The County may require that the Vendor exclude employees, agents, representative, or subcontractors based on the background checks outcomes and results.
- 6.4. The Vendor must ensure that all persons have a responsibility to self-report to the Vendor within three (3) calendar days any arrest for any disqualifying offense. The Vendor must notify the County within twenty-four (24) hours of all details concerning any reported arrest.
- 6.5. Upon the request of the County, the Vendor shall re-screen or perform background checks any of its employees, agents, representatives, and subcontractors performing the required services for the County during the entire term of the agreement.
- 6.6. The Vendor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all its employees, agents, representatives, and subcontractors hired during the term of the Contract for the services specified.

7. **CONDUCT**

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

End of Special Conditions



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: March 14, 2024

Solicitation No.: RFP240124KLB

Solicitation Name: Disaster Food Catering Service - FEMA

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. ATTACHMENTS: NONE
2. QUESTIONS/ANSWERS

1.	What are the volumes of meals and are you looking for ability to scale up quickly based on need ?
Answer	<u>Per Section 2.4. of the Detailed Specifications on page 28, Feeding requirements and needs shall be based on the severity of the disaster but could range from one feeding location in smaller events to over fifteen feeding locations countywide.</u>
2.	Are meals to be delivered ready to go to locations?
Answer	<u>Per Section 2.4.1.1. of the Detailed Specifications on page 28, Vendor shall be required to provide and deliver cold box meals to locations within Lee County, as directed by the County.</u>
3.	I could not find Scope of Services on line? Can you provide Scope of Service ?
Answer	<u>The Scope of Services can be found on pages 28 to 34 of the Solicitation document.</u>

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.

Kacey Bell

Kacey Bell
 Procurement Analyst Direct Line: 239-533-8835
 Lee County Procurement Management



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: March 27, 2024

Solicitation No.: RFP240124KLB

Solicitation Name: Disaster Food Catering Services - FEMA

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. ATTACHMENTS: NONE
2. QUESTIONS/ANSWERS

1.	What type of warning will the vendor get prior to activation?
Answer	Per Section 3.1. of the Detailed Specifications on page 28, “Depending on the nature of the emergency and/or disaster, the County will strive to provide at least 48 hours’ notice of activation. At this time, the County shall inform the Vendor(s), either verbally or in writing, of the nature of the emergency, site or location(s), type of food and/or meals required, estimated quantity of food required, serving times, name and contact information for the County’s liaison, and other relevant information”.
2.	Once the contract is activated is that when the food should be ordered?
Answer	Per Section 3.1. of the Detailed Specifications on page 28, “Depending on the nature of the emergency and/or disaster, the County will strive to provide at least 48 hours’ notice of activation. At this time, the County shall inform the Vendor(s), either verbally or in writing, of the nature of the emergency, site or location(s), type of food and/or meals required, estimated quantity of food required, serving times, name and contact information for the County’s liaison, and other relevant information”.
3.	With regard to the bid schedule do all categories need to be bid on?
Answer	Per Section 2.1. of the Special Conditions on page 17, “Vendors are required to submit pricing for all categories (categories 1-4) and on all line items within that category listed within the proposal form. Failure to submit pricing on all line items within a category may deem your company as non-responsive”.

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.

Kacey Bell

Kacey Bell

Procurement Analyst Direct Line: 239-533-8835

Lee County Procurement Management

EXHIBIT B
FEE SCHEDULE

RFP240124KLB - DISASTER FOOD CATERING SERVICES - FEMA			
Category 1 - Emergency Operations Center (EOC)			
Item	Description	Unit	Unit Price
101-1	Bundled Meal Service (Three Meals Per Day) Three 16oz. Bottles of Water Included	Per Person	\$ 65.00
101-2	Breakfast Service (Hot)	Per Meal	\$ 18.00
101-3	Lunch Service (Hot)	Per Meal	\$ 21.50
101-4	Dinner - Service (Hot)	Per Meal	\$ 32.00
101-5	Dinner Late Shift - Service (Hot)	Per Meal	\$ 19.50
101-6	Boxed Meal	Per Meal	\$ 25.00
Category 2 - In Field Staging Areas			
Item	Description	Unit	Unit Price
201-1	Bundled Meal Service (Three Meals Per Day) Three 16oz. Bottles of Water Included	Per Person	\$ 65.00
201-2	Breakfast Service (Hot)	Per Meal	\$ 18.00
201-3	Lunch Service (Hot)	Per Meal	\$ 21.50
201-4	Dinner - Service (Hot)	Per Meal	\$ 32.00
201-5	Boxed Meal	Per Meal	\$ 25.00
Category 3 - Shelters			
Item	Description	Unit	Unit Price
301-1	Breakfast Service (Hot)	Per Meal	\$ 18.00
301-2	Lunch Service (Hot)	Per Meal	\$ 21.50
301-3	Dinner - Service (Hot)	Per Meal	\$ 32.00
301-4	Boxed Meal	Per Meal	\$ 25.00
Category 4 - Miscellaneous Services			
Item	Description	Unit	Unit Price
401-1	Coffee and Tea Service - Per 24 Hour Period	Per Period	\$ 8.00
401-2	Individual Serving Soft Drinks, Juice, Milk	Per Can/Bottle	\$ 2.00
401-3	Lemonade, Iced Tea	Per Gallon	\$ 15.00
401-4	Snacks (Chips, Crackers, Cereal Bars, Nuts, etc.)	Per Package	\$ 2.00

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

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

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

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

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

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

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

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



<h2 style="text-align: center;">Lee County Insurance Requirements</h2>
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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. **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 E
PROJECT FUNDING NOTICE

DISASTER FOOD CATERING SERVICES – FEMA
RFP240124KLB



Advertise Date: Friday, March 08, 2024

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP240124KLB

Solicitation Name: Disaster Food Catering Services - FEMA

Open Date/Time: Wednesday, April 10, 2024 Time: 2:30 PM

Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Procurement Contact: Kacey Bell Title Procurement Analyst

Phone: (239) 533-8835 Email: kbell@leegov.com

Requesting Dept. Public Safety

Pre-Solicitation Meeting:

Type: NON-Mandatory

Date/Time: 3/21/2024 10:00 AM

Location: Emergency Operations Center, 2675 Ortiz Ave., Fort Myers, FL 33905

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

FUNDED IN PART OR IN WHOLE BY:
Federal Emergency Management Agency (FEMA)

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

Advertise Date: Friday, March 08, 2024



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

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

RFP240124KLB – Disaster Food Catering Services - FEMA

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 Wednesday, April 10, 2024

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.Lee.gov.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.Lee.gov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:
10:00 AM Thursday, March 21, 2024 at the Lee County Emergency Operations Center, 2675 Ortiz Ave., Fort Myers, FL 33905, for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Kacey Bell kbell@LeeGov.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Dennard", with a long horizontal line extending to the right.

Robin Dennard, CPPB
Procurement Manager

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

Terms and Conditions

Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **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. Lee County Procurement Management Ordinance 22-06 & 23-21
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. 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 & 23-21
 - 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.

- 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.
- 6.3. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.
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.

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.
- 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.
- 15.2. 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.
- 15.3. **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. 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. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

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

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. 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.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.

21. SUB-PROPOSER/CONSULTANT

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

22. RFP - PROJECT GUIDELINES

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

22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 23.2. **Evaluation Meeting(s):**
- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. 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.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. 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.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. 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.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
- 24.4.1. Make award(s) to one or multiple proposers.
- 24.4.2. Waive minor informalities in any response;
- 24.4.3. Reject any and all proposals with or without cause;
- 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. 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.
- 25.1.1. 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.
- 25.1.2. Step 2: 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.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. 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.
- 26.2. 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.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. 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.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. 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:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. 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,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. 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.
- 28.2. 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.
- 28.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 & 23-21 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.
- 28.4. 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.**
 - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 28.4.2. 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.
- 28.5. 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.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 & 23-21 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. 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.

30. CONTRACT ADMINISTRATION

30.1. Designated Contact:

- 30.1.1. 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.
- 30.1.2. 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.

30.2. RFP – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. 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 term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. RFP – Basis of Award:

- 30.3.1. Award will be made to the most responsible and responsive proposer who offers the Best Value based on the evaluation criteria.

30.4. Agreement/Contract:

- 30.4.1. 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>.

30.5. Records:

- 30.5.1. 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.
- 30.5.2. 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:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. 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.
- 30.5.2.3. 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.
- 30.5.2.4. 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.

30.5.3. 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>.**

30.5.4. 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.

30.6. Termination:

30.6.1. MATERIAL BREACH A Contractor 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. Contractor 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. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor 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 Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

30.6.2. OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor 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 Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor 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 Contractor from receiving future solicitations or other opportunities; 6. Require Contractor 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.

30.6.3. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor 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. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise 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 Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor 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 Contractor 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 Contractor was not in material breach; or (2) failure to perform was outside of Contractor'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.

- 30.6.4. **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 Contractor. 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 Contractor for such termination.
- 30.6.5. 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 & 23-21.
- 30.6.6. 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.
- 30.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 30.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 30.6.7.2. 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;
 - 30.6.7.3. Contractor has engaged in business operations in Cuba or Syria;
 - 30.6.7.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

- 31.1. 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.

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238

Fort Myers, FL 33902-2238

- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
 - 32.3. 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.
 - 32.4. 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.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
- 33.1. 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.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. 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.
35. SHIPPING (if applicable)
- 35.1. 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.
 - 35.2. 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.
36. LOCAL VENDOR PREFERENCE
- 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 & 23-21, 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.
 - 36.2. 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.
 - 36.3. 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.
37. INSURANCE (AS APPLICABLE)
- 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
 - 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



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

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

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



Lee County Insurance Requirements

Verification of Coverage:

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

- a. **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.

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End of Insurance Guide section

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) three-year (3) period.

2. PRICING

2.1. Vendors are required to submit pricing for all categories (categories 1-4) and on all line items within that category listed within the proposal form. Failure to submit pricing on all line items within a category may deem your company as non-responsive.

2.2. The County has requested and included the potential to provide services at public shelter locations. Although service to the public at public shelter locations is not anticipated, Vendor shall have the capabilities and be prepared to provide such services as requested.

3. PROJECT FUNDING NOTICE

3.1. As notice to all Vendors, this project may be funded in whole or in part with Federal and State funds through the Federal Emergency Management Agency (FEMA). 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 and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships Vendor creates to support Vendor's services to the County under this Agreement.

4. LOCAL VENDOR PREFERENCE EXCLUSION

4.1. The Lee County Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

5. FEMA REIMBURSEMENT

5.1. 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.

6. BACKGROUND CHECK

6.1. The Vendor shall conduct background checks of its employees, agents, representatives, and subcontractors who perform the services provided for the County. The cost of the background checks shall be borne by the Vendor.

6.2. At a minimum, the following background and criminal history areas must be checked and screened:

- Social Security Trace and Address History
- National Federal Criminal Search
- National Criminal Database
- County Criminal
- National Sex Offender Registry and Violent Abuse Registry

- 6.3. The Vendor may be required to provide proof and documentation of those background checks to the County. The County may require that the Vendor exclude employees, agents, representative, or subcontractors based on the background checks outcomes and results.
- 6.4. The Vendor must ensure that all persons have a responsibility to self-report to the Vendor within three (3) calendar days any arrest for any disqualifying offense. The Vendor must notify the County within twenty-four (24) hours of all details concerning any reported arrest.
- 6.5. Upon the request of the County, the Vendor shall re-screen or perform background checks any of its employees, agents, representatives, and subcontractors performing the required services for the County during the entire term of the agreement.
- 6.6. The Vendor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all its employees, agents, representatives, and subcontractors hired during the term of the Contract for the services specified.

7. CONDUCT

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

End of Special Conditions

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. Part 200, Sections 200.318 through 200.327.
- 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 or terminated 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/ACCESS TO 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.

- 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.

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. CONSULTANT/CONTRACTOR/VENDOR must take all necessary steps identified in 2 C.F.R. 321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 13.1.1 Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 13.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

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- 13.1.3 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.
- 13.1.4 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.
- 13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.1.6 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 MATERIAL BREACH A Contractor 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. Contractor 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. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor 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 Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws

or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

16.2 OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor 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 Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor 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 Contractor from receiving future solicitations or other opportunities; 6. Require Contractor 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.

16.3 TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor 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. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise 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 Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor 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 Contractor 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 Contractor was not in material breach; or (2) failure to perform was outside of Contractor'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.

16.4 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 Contractor. 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 Contractor for such termination.

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. OTHER REMEDIES AND RIGHTS

- 19.1. 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.
- 19.2. 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.

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

- 20.1. 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.

- 20.2. 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.
- 20.3. 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 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.
- 20.4. 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.

21. CLEAN AIR ACT

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.

22. FEDERAL WATER POLLUTION CONTROL ACT

- 22.1. 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.
- 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. BYRD ANTI-LOBBYING AMENDMENT

23.1. 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.

24. CHANGES

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

25. COPYRIGHT AND DATA RIGHTS

25.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

End of Supplemental Conditions

DETAILED SPECIFICATIONS**1. GENERAL SCOPE OF PROJECT**

- 1.1. The Lee County Board of County Commissioners is requesting proposals from qualified Vendor(s) to provide catering services, supply bulk and/or boxed food meals, and food supplies to the County's employees and emergency workers before, during, and/or after an emergency or disaster event.
- 1.2. The Vendor shall be capable of providing nutritious meals in the event of an emergency or disaster and may propose to support part or all the feeding operation required.

2. ADDITIONAL SCOPE CONDITIONS

- 2.1. When an emergency or disaster occurs or is imminent, the County will contact the Vendor holding a Disaster Food Catering Services Agreement to advise them of the County's intent to activate the Agreement. The Agreement will be activated immediately before, during, and/or after an emergency or disaster in Lee County. The County reserves the right to exercise its discretion in making the determination of what constitutes a disaster and/or emergency event.
- 2.2. No guarantee is expressed or implied as to the quantity of commodities and/or services to be procured under this request for proposal; no work is guaranteed.
- 2.3. Anticipated disasters include, but are not limited to storms, hurricanes, tornadoes, flooding, fires, homeland security activity, major police activity, acts of terrorism, etc.
- 2.4. Feeding requirements and needs shall be based on the severity of the disaster but could range from one feeding location in smaller events to over fifteen feeding locations countywide.
 - 2.4.1. Locations included, but are not limited to Lee County Emergency Operations Center, emergency responder feeding staging areas throughout Lee County, and various emergency shelter locations.
 - 2.4.1.1. Vendor shall be required to provide and deliver cold box meals to locations within Lee County, as directed by the County.
 - 2.4.2. Vendor shall be prepared to supply and provide service at the Emergency Operations Center during a lock-down period of approximately twenty-four (24) hours.

3. EVENT PREPARATION AND RESPONSE

- 3.1. Depending on the nature of the emergency and/or disaster, the County will strive to provide at least 48 hours' notice of activation. At this time, the County shall inform the Vendor(s), either verbally or in writing, of the nature of the emergency, site or location(s), type of food and/or meals required, estimated quantity of food required, serving times, name and contact information for the County's liaison, and other relevant information.
 - 3.1.1. The Vendor shall provide all food and beverage services during activation as described herein, beginning within 24 hours after notice by the County, unless the County provides for a longer response time with request.
- 3.2. The County shall provide the Vendor(s) a written 24-hour notice to the extent possible to shut down operations. At that time, the County will coordinate with the Vendor(s) the safe and appropriate termination of operations. The County liaison shall also identify and provide the Vendor(s) any clean-up requirements.

3.3. Vendor must understand, depending on the nature of the disaster and/or emergency, normal food suppliers and/or fuel providers in the area may be closed or inoperable and shall prepare accordingly to ensure services as requested herein are met to their full expectations.

4. COUNTY RESPONSIBILITIES

4.1. The County shall provide site or location for set up and operation.

4.2. The County shall provide an estimated daily count for all meals to be provided at each site and/or location.

4.3. The County shall appoint a primary County liaison and/or point of contact.

4.4. The County shall notify the Vendor promptly of any cancellation and/or changes.

4.4.1. Vendor shall include in their proposal information on their meal cancellation policy.

4.5. Emergency Operations Center (EOC) Facility Kitchen

4.5.1. The Vendor shall have full access to the EOC kitchen, which has limited food preparation and cooking capabilities as described below. Vendor may use the onsite kitchen; however, it is not required that food be prepared onsite.

4.5.2. The following is a list of kitchen equipment available for Vendors use:

- a. (2) Combo Fridge/Freezers
- b. (1) Freezer
- c. (1) Large Walk-In Refrigerator / Freezer
- d. (1) Fridge
- e. (1) Chest Freezer
- f. (3) Cabinets Warmers
- g. (1) Garland 4 Burner Stove/Oven/12x20 Flattop Grill
- h. (1) APW Express Conveyor Toaster
- i. (1) Two Slice Toaster
- j. (2) Microwaves
- k. (1) Residential Dishwasher
- l. (1) Residential Sink
- m. (1) Hand Wash Sink
- n. (1) Deep Basin Sink
- o. (1) 15ft. Prep Counter
- p. (1) Small Icemaker
- q. (1) Large Icemaker
- r. (1) Bunn Titan Coffee Machine
- s. (1) 15ft. x 13ft. Pantry
- t. (2) Dumpsters
- u. (1) Recycle Dumpster
- v. (1) Grey/Black Water In-Ground Disposal
- w. (5) Food Counter Server Warmers
- x. (1) Blackstone Propane Gas Grill

5. VENDOR RESPONSIBILITIES

- 5.1. The Vendor shall obtain all licenses and/or permits required, in its business name and at their own expense, prior to the start of operations.
- 5.2. All meals shall be prepared under national, state, and local health safety and sanitary conditions. If the food is served in and/or from Mobile Food Dispensing Vehicles, the Vendor must provide a copy of license and shall meet the minimum specifications as required in section 61C4.0161, Florida Administrative Code.
<https://www.flrules.org/gateway/chapterhome.asp?chapter=61c-4>
- 5.3. The Vendor shall comply with all Federal, State, and Local guidelines governing health and food service sanitation.
- 5.4. The Vendor shall provide all management, supervision, labor, materials, supplies, and any additional equipment needed to establish and operate a food service facility for dispensing food and beverages. Service shall be prompt, efficient, sanitary, and courteous and avoid undue interference with the operation of the facility in which services are provided. The variety, menu, and appearance of food shall be consistent with food service industry standards.
- 5.5. The Vendor shall provide an adequate number of employees to operate each site and/or location based on the number of meals being served at that location. The Vendor's employees shall be clean and courteous to the public. Employees must have a current health department certification and have completed all required instructions and medical requirements.
 - 5.5.1. Vendor shall maintain current health inspection records as applicable and required for the services provided herein.
- 5.6. The Vendor shall provide proper containers (microwave-safe for boxed hot meals) and utensils for all meals. Recyclable materials shall be used when commercially available.
- 5.7. The Vendor shall furnish all items required for service, including, but not limited to, dishes, glassware, utensils, serving spoons, food tables, chafing dishes, beverage urns, hot/cold cups, napkins, and condiments in single serve packets.
- 5.8. The Vendor shall maintain adequate supplies on hand and shall be responsible for re-stocking all supplies.
- 5.9. The Vendor shall promptly dispose of all refuse and waste material, created by the Vendor's operation, after each meal service. Trash removal and cleaning of kitchen shall be the Vendor's responsibility.
- 5.10. The Vendor is prohibited to serve leftovers.
 - 5.10.1. All leftover meals purchased by the County shall become the property of the County, and therefore, shall remain with the County after each meal service.
 - 5.10.2. The Vendor shall box up, label, and date leftovers and leave in the County refrigerator(s).
- 5.11. The Vendor's invoice must itemize the actual meal count and reflect the firm fixed contract price per meal. Additionally, the invoice must itemize the actual meal count per location and/or department and reflect firm fixed price for each meal.

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- 5.12. The Vendor shall provide emergency contact telephone numbers that will allow twenty-four (24) hours, seven (7) days per week contact.
- 5.13. The Vendor shall appoint one of its employees as the primary liaison and key contact for approval by the County during an active event.

6. MEAL REQUIREMENTS

- 6.1. In an emergency event setting, County employees may be working outside under extremely difficult and stressful conditions that may also be potentially hazardous. Working in these elements will require stamina and the expenditure of a great deal of energy during the course of recovery operations. The weather will play a significant role (i.e. hot and humid conditions) and will necessitate adequate hydration and proper nutrition to ensure relief of employee's stress and maintenance of their overall well-being. Calorie counts may also differ based on the employees that are being served (ex. Emergency Operations Center Staff vs. First Responders in the field).
- 6.2. During an event, the Vendor(s) shall provide a daily menu that includes foods that are visually appealing, appetizing, and nutritionally sound. Three nutritional and well-balanced meals per day (breakfast, lunch, and dinner) shall be required. An additional late service meal shall be required for 24-hour activation operations. In the event of this additional late service, the County will notify the Contractor 24 hours in advance.
- 6.3. Each meal served shall include the USDA recommended servings of protein, grains, fruits, and vegetables.
- 6.3.1. Breakfast shall consist of a standard portion of protein, fruit, and dairy, and served as a hot meal with cold meal choices.
- 6.3.2. Lunch, dinner, and late shift meals shall contain an entrée of either meat, pasta, or fish and include a salad option.
- 6.3.3. Vendor shall only be required to provide one entrée per meal.
- 6.4. All meals shall be a minimum of one and one-half serving size.
- 6.5. Vendor shall ensure availability to supply three 16oz. bottles of water per person, per day.
- 6.6. Consideration must be given to providing a variety of goods at each meal to ensure a choice for special dietary needs (i.e. vegetarian, diabetic, kosher, gluten free, etc.) upon notice.
- 6.6.1. Vendor shall display signage in serving area indicating to inform a member of staff if allergen information is required (i.e. "Allergies and intolerance: please speak to a member of staff if you require information about our ingredients").
- 6.7. Boxed meals shall be appealing and travel well.
- 6.8. Boxed meals shall include a deli style sandwich, bag of chips, piece of fruit, cookie, napkin, and bottle of water. Similar items are acceptable upon approval by the County.
- 6.9. The Vendor shall provide insulated gel packs for use in boxed meals as appropriate.
- 6.10. Vendor shall make available coffee and tea service with cups, sugar, creamer, stirrers, etc. on a 24/7 basis. Coffee (caffeinated and decaffeinated) shall be brewed onsite. Hot water and tea bags shall be made available.

- 6.11. All materials required to brew and consume the coffee and tea shall be provided by the Vendor, including, but not limited: coffee maker, coffee, filters, cups, sugar, sugar substitute, creamer, flavored creamer, etc.
- 6.12. Vendor shall make available at the County's request the following items: soft drinks (cans and/or bottles), regular and diet, iced tea, juice, milk, lemonade, snacks (chips, crackers, cereal bars, nuts, etc.).

7. MEAL COUNT PROCESS

- 7.1. The Vendor shall track each meal consumed and shall be responsible for managing the distribution process to ensure each person served is being accounted for and an accurate meal count is provided to the County following each meal. Tracking shall be accomplished through a monitored paper-based signature process or by electronic means.
- 7.2. The meal count shall be provided to the County no later than two hours after each meal is complete. The number of meals counted shall be recorded and reconciled between the County and Vendor at the end of each meal.

8. SERVING TIMES

- 8.1. Pre-event serving times will be established on an event-by-event basis.
- 8.2. The County anticipates serving times post-event as listed below. The times listed may change or vary depending on the nature of the disaster and/or emergency event. All times shall be Eastern Time Zone.

<u>Breakfast</u>	<u>7:00 AM until 9:00 AM</u>
<u>Lunch</u>	<u>11:00 AM until 2:00 PM</u>
<u>Dinner</u>	<u>6:00 PM until 8:00 PM</u>
<u>Late Shift</u>	<u>12:00 AM until 2:00 AM</u> <u>(box dinner acceptable)</u>

- 8.3 Upon request by the County, Cold box meals shall be delivered to staging area locations following the serving times listed below. All times shall be Eastern Time Zone.

<u>Breakfast</u>	<u>7:00 AM until 9:00 AM</u>
<u>Lunch</u>	<u>11:00 AM until 2:00 PM</u>
<u>Dinner</u>	<u>6:00 PM until 8:00 PM</u>
<u>Late Shift</u>	<u>12:00 AM until 2:00 AM</u>

9. PRICE PER MEAL

- 9.1. The Vendor's price per meal shall include the actual labor costs and total cost of doing business, including, but not limited to the following charges:
- Overhead
 - Set-up and tear-down costs
 - Profit
 - Travel, Lodging, and travel time
 - Service charges and surcharges
 - Gratuities
 - Delivery
 - Potable water
 - Fuel cost (propane, gas, diesel, electric, etc.)
 - Generators to run equipment
 - Food products including condiments

- l. Transportation
- m. All necessary catering and miscellaneous equipment
- n. Refrigeration equipment
- o. Serving items, (serving dishes/chafing dishes, plates, cups, eating and serving utensils, to go containers, etc.)
- p. Tools
- q. Insurance
- r. Fringe benefits

SAMPLE MEALS

Days 1 thru 3

Breakfast

- 4 oz. Scrambled Eggs and Egg Substitute
- 2 oz. Breakfast Meat
- 1 pc Breakfast Bread (waffle, pancake) or Toast
- Butter and syrup or jam
- 12 oz. Coffee, Juice or Milk

Snack

- 1 ea. Muffin or Bagel
- 1 pc. Fresh Whole Fruit

Lunch

- Fresh Tossed Salad
- 4 oz. Protein -Chicken, Beef, Fish, Pork, sandwiches, etc.
- 4 oz. Starch - pasta, potato, rice
- 3 oz. Vegetable - fresh/frozen
- 12 oz. Beverage

Dinner

- Fresh Tossed Salad
- 6 oz. Protein - Chicken, Beef, Fish, Pork, dinner entrees, etc.
- 4 oz. Starch
- 3 oz. Vegetable
- Dessert - Cookie, etc.
- 12 oz. beverage

By Day 4 the County would begin to transition into remaining frozen and introducing dry and canned products. These menus begin to become much simpler, and snacks are now dedicated for workers only. Day 5 thru 7, these menus are very basic and are at this time meant to sustain nutrition thru shelf stable product.

Day 4

Breakfast

- Hard Boiled Egg
- 4 oz. Dry Cereal or Hot Cereal
- 3 oz. Canned Fruit and or Yogurt
- 8 oz. Coffee or Water

Snack

- ** Workers only**
- 1 ea. Granola Bar, Cheese, Dried Fruit or Bags of Chips

Lunch

- Carrot Sticks or Celery Sticks
- Deli Sandwich
- Chips
- 12 oz. Beverage

Dinner

- 8 ounces Entrée - Lasagna, Pasta Bake, Raviolis
- 3 oz. Frozen or Canned Vegetable
- 12 oz. Beverage
- Dessert

Day 5 thru 7

Breakfast

- 4 oz. Dry Cereal or Hot Cereal
- 3 oz. Canned Fruit and or Yogurt
- 8 oz. Water, Coffee if available

Snack

- ** Workers only**
- 1 ea. Granola Bar, Cheese, Dried Fruit or Bags of Chips

Lunch

- 8 ounces Soup or Chili, etc.
- 1 pc Roll or Bread
- 3 oz. Vegetable -fresh/frozen
- 12 oz. Beverage

Dinner

- 8 ounces Entrée - Lasagna, Pasta Bakes, Raviolis, Tuna Casserole, etc.
- 3 oz. Frozen or Canned Vegetable
- 12 oz. Beverage

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested Vendors 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 Vendor'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 **15 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

- Project RFP Number & Name
- Vendor's Name & Address
- Vendor'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?

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

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) catering events, disaster catering preferred, similar in scope and size to that being requested through this solicitation that your company has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided and dates of event.

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- Type of event (i.e. disaster, private, municipal, etc.)
 - Quantity of people served
 - Quantity of meals served
- Provide a statement of understanding that your company recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your company intends to comply with and meet the anticipated deliverables as detailed within this solicitation. A detailed Plan of Approach shall include, but not be limited to, approach for providing the services requested, anticipated resources, staffing levels, food delivery and preservation, and equipment. Submit details on process of preparation of meals, serving of meals, delivery of boxed meals offsite, and the ratio of personnel per person being fed. Vendor(s) are requested to provide, in such details, their food preparation locations and facilities.
- Provide a proposed timeline showing how your company will mobilize, stage, and provide all required services within twenty-four hours after notice of activation by the County.
- Provide seven (7) days' worth of sample menus that are representative of meals to be served.
- Breakfast menu should include both a typical continental (cold) breakfast and a typical (buffet) hot breakfast.
 - Lunch and dinner menus should include both box meal and hot (buffet) meals.
- Provide a copy of your company's meal cancellation policy.
- Provide copies of your company's current health inspection records.

TAB 4: Financial Proposal

- Proposer shall complete the Financial Proposal form included with the solicitation (Excel Worksheet) and incorporate into this section. All line items of the proposal form must be completed. The County will only accept proposals submitted on the proposal provided by the County. Proposals submitted on forms, other than those provided by the County are not inclusive of all line items, will be deemed as non-responsive and ineligible for award. The Financial Proposal sections shall be limited to one page (Excel Worksheet).
- Pricing provided as part of the submissions shall be utilized for evaluation purposes and may be utilized for final award/contracting. The County does reserve the right to negotiate pricing with the number 1 selected Proposed as a condition of award.
- **Price Scoring:** (if applicable) The Proposer with the lowest Price Proposal submitted will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: $(\text{Lowest Price Proposal} / \text{Proposer's Price Proposal}) \times \text{Maximum points}$. Score 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:
 $\$ 150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$ points

TAB 5: Required Forms

➤ Forms 1- 9

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	20
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	20
3	PLAN OF APPROACH (TAB 3)	20
4	FINANCIAL PROPOSAL (TAB 4)	40
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, March 8, 2024	N/A
Pre-Proposal Meeting	N/A	N/A *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, April 10, 2024	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Board Meeting	TBD	9:30 AM
Additional notes on Submission Schedule: <ul style="list-style-type: none"> • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <p><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></p>		

End of Section

EXHIBIT E
PROJECT FUNDING PACKAGE

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

RFP240124KLB – Disaster Food Catering Services - FEMA

These forms are required as indicated below and all required forms should be submitted with the Bidder's/Proposer's submission package. 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	Bid/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	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Required	
8	Certification Regarding Lobbying	Required	
8a	Disclosure of Lobbying Activities	If applicable	
9	E-Verify Affidavit	Required	
*	Proposal Label	Required	

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

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

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

Verify that all addenda and tax identification number have been provided.

1a Proposal Form

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

** 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

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

3 Reference Survey

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package.**
6. Failure to obtain reference surveys may make your company non-responsive.

EXHIBIT E
PROJECT FUNDING PACKAGE**4** *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 *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.

6 *Public Entity Crimes Form (Required form)*

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

7 *Suspension and Debarment Certification***8** *Certification Regarding Lobbying***9** *E-Verify Affidavit****** *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.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 4-4-24 Deadline Date: 4/10/2024

SOLICITATION IDENTIFICATION: RFP240124KLB

SOLICITATION NAME: Disaster Food Catering Services - FEMA

COMPANY NAME: M. Johnson

NAME & TITLE: (TYPED OR PRINTED) Principal

BUSINESS ADDRESS: (PHYSICAL 7275 S. ...

CORPORATE OR MAILING ADDRESS:

SAME AS PHYSICAL ... 34231

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: ...@... .com

PHONE NUMBER: 941-921-3400 FAX NUMBER: N/A

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: 3/14/24 No. _____ Dated: _____ No. _____ Dated: _____
No. 2 Dated: 3/27/24 No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

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

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

Please submit a copy of your registration from the website www.sunbiz.org 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.

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) Proposer? If yes, please attach a current certificate. Yes No

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

Company Name (Name printed or typed)



Authorized Representative Name (printed or typed)

(Affix Corporate Seal, if applicable)

Authorized Representative's Title (printed or typed)

Heidi N. [Signature]
Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

[Signature]
Authorized Representative's Signature

[Signature]
Witness/Secretary Signature

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

Detail by Entity Name
EXHIBIT E
PROJECT FUNDING PACKAGE

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
MATTISON'S 41, LLC

Filing Information

Document Number L07000096727
FE/EIN Number 26-1114169
Date Filed 09/21/2007
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 11/05/2018

Principal Address

7275 S. TAMIAMI TRAIL
SARASOTA, FL 34231

Changed: 03/26/2008

Mailing Address

7275 S. TAMIAMI TRAIL
SARASOTA, FL 34231

Changed: 02/18/2010

Registered Agent Name & Address

MATTISON, PAUL R
7275 S. TAMIAMI TRAIL
SARASOTA, FL 34231

Name Changed: 03/05/2014

Address Changed: 03/05/2014

Authorized Person(s) Detail

Name & Address

Title MGR

MATTISON, PAUL

EXHIBIT E
PROJECT FUNDING PACKAGE

7275 S. TAMiami TRAIL
SARASOTA, FL 34231

Annual Reports

Report Year	Filed Date
2022	04/15/2022
2023	02/14/2023
2024	02/15/2024

Document Images

02/15/2024 -- ANNUAL REPORT	View image in PDF format
02/14/2023 -- ANNUAL REPORT	View image in PDF format
04/15/2022 -- ANNUAL REPORT	View image in PDF format
03/01/2021 -- ANNUAL REPORT	View image in PDF format
06/08/2020 -- ANNUAL REPORT	View image in PDF format
03/29/2019 -- ANNUAL REPORT	View image in PDF format
11/05/2018 -- REINSTATEMENT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
03/05/2014 -- ANNUAL REPORT	View image in PDF format
03/05/2013 -- ANNUAL REPORT	View image in PDF format
03/02/2012 -- ANNUAL REPORT	View image in PDF format
03/01/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
03/26/2008 -- ANNUAL REPORT	View image in PDF format
09/21/2007 -- Florida Limited Liability	View image in PDF format

**EXHIBIT E
PROJECT FUNDING PACKAGE**



**Lee County Procurement Management
PRICE PROPOSAL FORM**

COMPANY NAME: Mattison's 41, LLC

SOLICITATION: RFP240124KLB - Disaster Food Catering Services - FEMA

Having carefully examined the Solicitation Documents, Vendor proposes to furnish the following which meet the specifications listed within the solicitation.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s). In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept pricing proposals submitted on proposal forms provided by the County. Pricing proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

The amounts provided below are considered estimates only. The estimates provided are for evaluation purposes only. The County does not guarantee any number of actual amounts within this contract.

RFP240124KLB - DISASTER FOOD CATERING SERVICES - FEMA

Category 1 - Emergency Operations Center (EOC)

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
101-1	Bundled Meal Service (Three Meals Per Day) Three 16oz. Bottles of Water Included	Per Person	350	\$ 65.00	\$ 22,750.00
101-2	Breakfast Service (Hot)	Per Meal	350	\$ 18.00	\$ 6,300.00
101-3	Lunch Service (Hot)	Per Meal	350	\$ 21.50	\$ 7,525.00
101-4	Dinner - Service (Hot)	Per Meal	350	\$ 32.00	\$ 11,200.00
101-5	Dinner Late Shift - Service (Hot)	Per Meal	350	\$ 19.50	\$ 6,825.00
101-6	Boxed Meal	Per Meal	350	\$ 25.00	\$ 8,750.00
Category 1 Subtotal:					\$ 63,350.00

Category 2 - In Field Staging Areas

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
201-1	Bundled Meal Service (Three Meals Per Day) Three 16oz. Bottles of Water Included	Per Person	500	\$ 65.00	\$ 32,500.00
201-2	Breakfast Service (Hot)	Per Meal	500	\$ 18.00	\$ 9,000.00
201-3	Lunch Service (Hot)	Per Meal	500	\$ 21.50	\$ 10,750.00
201-4	Dinner - Service (Hot)	Per Meal	500	\$ 32.00	\$ 16,000.00
201-5	Boxed Meal	Per Meal	500	\$ 25.00	\$ 12,500.00
Category 2 Subtotal:					\$ 80,750.00

Category 3 - Shelters

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
301-1	Breakfast Service (Hot)	Per Meal	750	\$ 18.00	\$ 13,500.00
301-2	Lunch Service (Hot)	Per Meal	750	\$ 21.50	\$ 16,125.00
301-3	Dinner - Service (Hot)	Per Meal	750	\$ 32.00	\$ 24,000.00
301-4	Boxed Meal	Per Meal	750	\$ 25.00	\$ 18,750.00
Category 3 Subtotal:					\$ 72,375.00

Category 4 - Miscellaneous Services

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
401-1	Coffee and Tea Service - Per 24 Hour Period	Per Period	1	\$ 8.00	\$ 8.00
401-2	Individual Serving Soft Drinks, Juice, Milk	Per Can/Bottle	5,000	\$ 2.00	\$ 10,000.00
401-3	Lemonade, Iced Tea	Per Gallon	3,000	\$ 15.00	\$ 45,000.00
401-4	Snacks (Chips, Crackers, Cereal Bars, Nuts, etc.)	Per Package	5,000	\$ 2.00	\$ 10,000.00
Category 4 Subtotal:					\$ 65,008.00

PRICE PROPOSAL GRAND TOTAL \$ **281,483.00**

ADDITIONAL INFORMATION REQUEST

The County has multiple shelters available to the public in the event of a disaster. Of those shelters the County provides outside food service to four (4) shelters. Three (3) shelters may service up to 750 individuals and the remaining shelter may service up to 2,000 individuals. Please state how many of these stated shelters your company anticipates it would be able to service at one time in the event multiple shelters are activated. The details provided regarding this request are informational only and shall not be considered as part of any award eligibility.

My company anticipates it can provide full service to the following shelters in the event of a disaster during which the below shelters are activated.

Shelter 1 (750 Serviced)	Yes	X	No
Shelter 2 (750 Serviced)	Yes	X	No
Shelter 3 (750 Serviced)	Yes	X	No
Shelter 4 (2,000 Serviced)	Yes	X	No

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP240124KLB SOLICITATION NAME: Disaster Food Catering Services - FEMA

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, IF 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 WITH THE DEPARTMENT OF PROCUREMENT MANAGEMENT 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: _____
Signature: Paul Mattison Title: _____ Date: 3-28-24

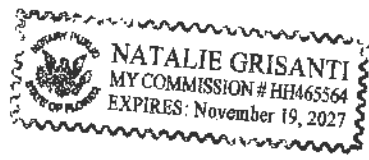
STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 28 day of March 2024, by Paul Mattison who has produced _____ (Print or Type Name)

FL DL License as identification.
(Type of Identification)

Natalie Grisanti
Notary Public Signature

Natalie Grisanti
Printed Name of Notary Public



1-19-21
Notary Commission Number/Expiration

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

Form 3 - Reference Survey

Lee County Procurement Management
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: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Anna Pohl, General Manager	Bidder/Proposer:	Mattison's
COMPANY:	Bradenton Area CVB, a department of Manatee County Government	Due Date:	4-10-24
PHONE #:	941.729.9177	Total # Pages:	1
FAX #:		Phone #:	941-921-8400
EMAIL:	anna.pohl@bacvb.com	Fax #:	
		Bidder/Proposer E-Mail:	heidie@mattisons.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: Mattison's

Reference Project Name: *Crosley Estate, Premier Sports and Bradenton Area Convention Center*

Project Address: *main address: One Harbor Blvd. Palm Beach, FL 33421*

Project Cost:

Summary Scope: *Mattison's is one of the caterers who are exclusive to our catering list. They do an excellent job and offer great customer service. Their chefs create delicious menus, and they always staff appropriately for best onsite service.*

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?	Y
2. Were any problems encountered with the company's work performance?	N
3. Were any change orders or contract amendments issued, other than owner initiated?	N
4. Was the job completed on time?	Y
5. Was the job completed within budget?	Y
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>	10
7. If the opportunity were to present itself, would you rehire this company?	Y
8. Please provide any additional comments pertinent to this company and the work performed for you: <i>Mattison's has catered events for our organization and our clients for over 20 years and has consistently done an exceptional & professional job.</i>	

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name): Anna Pohl

Reference Signature: *Anna Pohl*

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: RFP240124KLB-Disaster Food Catering Services - FEMA

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Mary Bensel	Bidder/Proposer:	Mattison's
COMPANY:	Van Wezel Performing Arts Hall	Due Date:	4-10-24
PHONE #:	941-263-6733	Total # Pages:	1
FAX #:	941-263-6777	Phone #:	941-921-3400
EMAIL:	mary.bensel@sarasotafl.gov	Fax #:	
		Bidder/Proposer E-Mail:	heidir@mattisons.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:	Mattison's		
Reference Project Name:	Mattison's Bayside	Project Address:	777 N Tamiami Trl, Sarasota, FL
		Project Cost:	Varies
Summarize Scope:	1. Provides backstage catering for various shows. 2. Provides pre-show dining for various shows and bar service for the venue.		
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3		Indicate: "Yes" or "No"	
1.	Did this company have the proper resources and personnel by which to get the job done?	Yes	
2.	Were any problems encountered with the company's work performance?	No	
3.	Were any change orders or contract amendments issued, other than owner initiated?	No	
4.	Was the job completed on time?	Yes	
5.	Was the job completed within budget?	Yes	
6.	On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>	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: Have worked with this company on many projects. We have renewed our contract with Mattison's repeatedly.		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

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: _____

Section 1 Reference Respondent Information		Please return completed form to:	
FROM: Wayne Ludwig		Bidder/Proposer: Mattison's	
COMPANY: Collier County Facilities Management		Due Date: 4-10-24	
PHONE #: (239) 252-8325		Total # Pages: 1	
FAX #:		Phone #: 941-921-3400 Fax #:	
EMAIL: wayne.ludwig@colliercountyfl.gov		Bidder/Proposer E-Mail: heidi.r@mattisons.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:			
Reference Project Name:	Project Address:	Project Cost:	
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
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: Mattison's is very thorough in its processes. They conducted a site visit prior to Hurricane season to understand their setup constraints. We used them for a small activation and everything went smoothly. Their employees are professional, the food was done very well and on time, and their leadership was always readily available.	

Section 4 Please submit non-Lee County employees as references

Wayne Ludwig

Reference Name (Print Name)

LudwigWayne Digitally signed by LudwigWayne
Date: 2024.04.03 14:02:03 -04'00'

Reference Signature

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: Mattison's

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
None							

Make as many copies of this sheet as necessary 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.

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.

Page Number: _____ Of _____ Total pages

Form 6 - Public Entity Crime Form

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

1. This sworn statement is submitted to Florida Department of Transportation
(Print name of the public entity)
- by Matthew J. ...
(Print individual's name and title)
- for Matthew J. ...
(Print name of entity submitting sworn statement)
- whose business address is 7275 S. Tamiami Trail, Sarasota, FL 34231
- (If applicable) its Federal Employer Identification Number (FEIN) is 26-1114169

(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.

Form 6 - Public Entity Crime Form, Page 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.

[Handwritten Signature]
(Signature)

3-24-24
(Date)

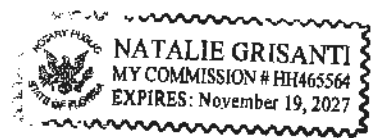
STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 28 day of March 2024, by Paul Mathison who has produced

FL Dr License as identification.
(Type of Identification)

[Handwritten Signature]
(NOTARY PUBLIC)

My Commission Expires: 1 - -27



Form 7 - 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, Mattison's 41, LLC 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

Mattison's 41, LLC
 By: [Signature]
 Signature
Paul Mattison, owner
 Name and Title
7275 S. Tamiami Trail
 Street Address
Seaside, FL 34231
 City, State, Zip
MAY 28, 2014
 Date

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, Mattison's 41, LLC, 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

Paul Mattison, Owner
Name & Title of Contractor/Consultant's Authorized Official

March 28, 2024
Date

Form 9: E-Verify Affidavit

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 Mattison's 41

Print Name Paul Mattison Title owner

Signature [Signature] Date 3-28-24

State of Florida

County of Sarasota

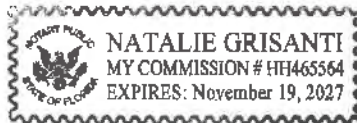
The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 28 day of March, 2024 by

Paul Mattison who has produced FL DL license as identification.
(Print or Type Name) (Type of Identification)

[Signature]
Notary Public Signature

Natalie Grisanti
Printed Name of Notary Public

11-19-27
Notary Commission Number/Expiration



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

Sarasota County Business Tax Receipt

2023-24

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No.
990010090624

Business Type: EAT/DRINK ESTABLISH-LICENSED

Business Address: MATTISON'S 41 LLC
7275 S TAMIAMI TRL
SARASOTA uninc FL 34231

PAID: 5593973.0002 9/22/2023 \$78.75

MATTISON PAUL
7275 S TAMIAMI TRL
SARASOTA FL 34231

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Valid until **9/30/2024**

Sarasota County Tax Collector
Barbara Ford-Coates
101 S. Washington Blvd., Sarasota, FL 34236
(941) 861-8300, option 3
www.SarasotaTaxCollector.com
Info@SarasotaTaxCollector.com

EXHIBIT E
PROJECT FUNDING PACKAGE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 266

MATTISON'S 41 LLC

MATTISON'S 41
7275 S. TAMiami TRl
SARASOTA FL 34231

LICENSE NUMBER: SEA6805075

EXPIRATION DATE: DECEMBER 1, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/01/2023

Do not alter this document in any form.

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



EXHIBIT E
PROJECT FUNDING PACKAGE



MATT41L-01

DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2023

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

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

PRODUCER Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32792	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431		FAX (A/C, No):
	E-MAIL ADDRESS: Certificates.FLA@HubInternational.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Southern-Owners Insurance Company			10190
INSURER B: Owners Insurance Company			32700
INSURER C: Founders Insurance Company			10994
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
 Mattison's 41 LLC
 7275 South Tamiami Trail
 Sarasota, FL 34231

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: LQR Locs 1-3 \$1,000,000	X	72285984	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5255214000	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	LQR/Per Claim \$1M		2021065073R1	10/10/2023	10/10/2024	Loc. 4/ Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are included as an Additional Insured for General Liability, when required in a written contract or agreement with the Insured.

CERTIFICATE HOLDER Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Warren Morris</i>
---	--

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

ALBERTO VAZQUEZ

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

22400689

CERTIFICATE NUMBER

10780

EXAM FORM NUMBER

7/20/2022

DATE OF EXAMINATION

7/20/2027

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0855

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with American National Standards Institute (ANSI) Standard Z39-18, Accredited Program American National Standards Institute and the Conference for Food Protection. All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design.

v.171

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

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: March 14, 2024

Solicitation No.: RFP240124KLB

Solicitation Name: Disaster Food Catering Service - FEMA

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. **ATTACHMENTS: NONE**

2. **QUESTIONS/ANSWERS**

1.	What are the volumes of meals and are you looking for ability to scale up quickly based on need ?
Answer	Per Section 2.4. of the Detailed Specifications on page 28, Feeding requirements and needs shall be based on the severity of the disaster but could range from one feeding location in smaller events to over fifteen feeding locations countywide.
2.	Are meals to be delivered ready to go to locations?
Answer	Per Section 2.4.1.1. of the Detailed Specifications on page 28, Vendor shall be required to provide and deliver cold box meals to locations within Lee County, as directed by the County.
3.	I could not find Scope of Services on line? Can you provide Scope of Service ?
Answer	The Scope of Services can be found on pages 28 to 34 of the Solicitation document.

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.

Kacey Bell

Kacey Bell
 Procurement Analyst Direct Line: 239-533-8835
 Lee County Procurement Management



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: March 27, 2024

Solicitation No.: RFP240124KLB

Solicitation Name: Disaster Food Catering Services - FEMA

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. **ATTACHMENTS: NONE**

2. **QUESTIONS/ANSWERS**

1.	What type of warning will the vendor get prior to activation?
Answer	Per Section 3.1. of the Detailed Specifications on page 28, “Depending on the nature of the emergency and/or disaster, the County will strive to provide at least 48 hours’ notice of activation. At this time, the County shall inform the Vendor(s), either verbally or in writing, of the nature of the emergency, site or location(s), type of food and/or meals required, estimated quantity of food required, serving times, name and contact information for the County’s liaison, and other relevant information”.
2.	Once the contract is activated is that when the food should be ordered?
Answer	Per Section 3.1. of the Detailed Specifications on page 28, “Depending on the nature of the emergency and/or disaster, the County will strive to provide at least 48 hours’ notice of activation. At this time, the County shall inform the Vendor(s), either verbally or in writing, of the nature of the emergency, site or location(s), type of food and/or meals required, estimated quantity of food required, serving times, name and contact information for the County’s liaison, and other relevant information”.
3.	With regard to the bid schedule do all categories need to be bid on?
Answer	Per Section 2.1. of the Special Conditions on page 17, “Vendors are required to submit pricing for all categories (categories 1-4) and on all line items within that category listed within the proposal form. Failure to submit pricing on all line items within a category may deem your company as non-responsive”.

PROJECT FUNDING PACKAGE

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.

Kacey Bell

Kacey Bell

Procurement Analyst Direct Line: 239-533-8835

Lee County Procurement Management