

B230384KLB
Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis)
on Gasparilla Island
Blue Iguana Pest Control, Inc. d/b/a Iguana Control

E1 Contract # _____

AGREEMENT FOR POPULATION CONTROL SERVICES FOR BLACK SPINY-TAILED IGUANAS (CTENOSAURA SIMILIS) ON GASPARILLA ISLAND

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 Blue Iguana Pest Control, Inc dba Iguana Control, a Florida corporation, whose address is 1440 Coral Ridge Drive, Suite 460, Coral Springs, Florida 33071, and whose federal tax identification number is 27-1324353, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase population control services for Black Spiny-Tailed Iguanas from the Vendor in connection with "Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B230384KLB on August 4, 2023 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on October 5, 2023; 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 a more specific description of the Project Scope of Services is set forth in Sections 1 through 6 of the Scope of Work and Specifications section of B230384KLB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. B230348KLB, as modified by its addendum, 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 on an "as needed basis" for a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed three (3) additional one (1) year periods. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date of the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- 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. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

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

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

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

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the

Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Thomas Portuallo
Title: President/Owner
Address: 1440 Coral Ridge Dr.,
Suite 460
Coral Springs, FL 33907
Telephone: (855) 525-5656
Facsimile: (954) 200-6154
Email: tom@iguanacontrol.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

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

WITNESS:

**BLUE IGUANA PEST CONTROL, INC
D/B/A IGUANA CONTROL**

Signed By: *Ana Lopez*

Signed By: *Thomas Portuon*

Print Name: ANA LOPEZ

Print Name: THOMAS PORTUON

Title: PRESIDENT

Date: 10/24/23

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
BY: *Mike Greenwell*
AD51A942EAF10C...
CHAIR

DATE: 12/11/2023 | 11:49 AM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
BY: *Chris Jagodzinski*
DEEAG59F178B449...
DEPUTY CLERK

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

DocuSigned by:
BY: *Robert Holborn*
0709AF6D26494C6...
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified vendor to obtain services for the population control of Black Spiny-Tailed Iguanas on Gasparilla Island (Lee County portion only). Population control services shall include appropriate methods of capture, removal, euthanasia, and disposal of Black Spiny-Tailed Iguanas on private and County-owned property on Gasparilla Island.
- 1.2. The awarded Vendor(s) shall provide forty (40) hours of population control services per week. Work may be performed Monday through Friday only. Work may ONLY take place during daylight hours and may NOT take place after dark. Vendor is required to provide daily timesheets to the Lee County MSTBU representative. Timesheets shall be bundled and accompany invoices. Timesheets must be submitted electronically, must be provided in a format that is acceptable to the MSTBU representative, and is subject to change.

2. BACKGROUND

- 2.1. The Black Spiny-Tailed Iguana (*Ctenosaura Similis*) has been determined to be an invasive exotic predator classified as nonnative wildlife and is exempt from protection under the Wildlife Protection Act.
- 2.2. This iguana is known to eat native fauna species such as lizards, spiders, crabs, juvenile tortoises, rodents, bats, small birds, and various types of eggs, as well as eating valuable landscape plants, flowers, shrubs, trees and fruits like berries, figs, mangos, tomatoes, bananas, etc. The Florida threatened gopher tortoise (*Gopher Polyphemus*) is negatively impacted through direct predation, occupation of tortoise burrows, and competition for food. Other burrow- or ground-nesting species of concern, such as the Florida burrowing owl (*Athene cunicularia floridana*), a species of Special State Concern in Florida, and the federally threatened least tern (*Sterna antillarum*), are potentially vulnerable to predation. Burrows that the iguana digs can undermine sidewalks, seawalls, and foundations and may result in structural damages. Iguana droppings can litter areas where they bask which can be unsightly, cause for odorous complaints, and is a possible source of salmonella bacteria. Adult iguanas are large powerful animals that can bite, cause severe scratch wounds due to their extremely sharp claws and deliver a painful slap with their powerful tail.
- 2.3. Until 2008, the Black Spiny-Tailed Iguana population on Gasparilla Island was apparently free of significant predation pressure. The large numbers of hatchlings and sub-adult iguanas removed in 2008 and 2009 attest to the health of the population prior to management actions. The iguana population was greatly reduced, across all size classes, after persistent removal efforts were employed. In recent years, an average of 2,000-3,000 iguanas have been removed per year. The removal program will remain a success only as control efforts are maintained.

3. VENDOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1. All methods used for trapping, euthanasia (including shooting), and disposal must follow all federal, state, and local laws, ordinances, and guidelines. Guidelines of the Florida Fish and Wildlife Conservation Commission (or equivalent governing body) shall be closely followed regarding all population control methods used. It shall be the Vendor's sole responsibility to remain up-to-date with any changes in regulations that would affect services provided under this contract; inclusive of licensing or permitting requirements.
- 3.2. Vendor(s) shall be responsible for setting and baiting at least one (1) appropriately sized live trap (e.g. Tomahawk Model 605SS, AAC-Proline Skunk, Havarhart Model 1085, or similar) in an area known or suspected to have iguana(s) present, for each scheduled work day.

- 3.3. Vendor(s) shall be able to provide at least ten (10) appropriately sized live traps (e.g. Tomahawk Model 605SS, AAC-Proline Skunk, Havarhart Model 1085, or similar) for use by, and when requested by, property owners. Vendor(s) shall provide property owners with instructions on the appropriate use of loaned trap(s). Property owners shall be responsible to supply and install bait in the loaned traps and the daily setting and overnight closure of baited traps to avoid trapping non-target species. Vendor(s) shall be responsible for removal of captured iguanas and release of non-target species.
 - 3.3.1. If greater than ten (10) property owners request traps at the same time, the Vendor(s) shall maintain a waiting list and rotate traps on an appropriate basis (e.g. weekly).
- 3.4. Following Florida law, all traps and snares must be checked at least once every twenty-four (24) hours. Any non-target wildlife captured shall be immediately released (unharmd) at the site of capture.
- 3.5. No trapping or control services may be performed on non-County owned property without prior written approval received from the property owner(s). It is the sole responsibility of the Vendor(s) to verify land ownership and seek appropriate written authorization. Should ownership of a property change for any reason such as sale or transfer, the Vendor must receive new written authorization from the new property owner(s) prior to completing any population control services on the subject property.
 - 3.5.1. A sample property authorization form is included in section 4 below and may be used by the awarded Vendor(s). Upon receipt of Notice to Proceed or equivalent Purchase Order, the Vendor(s) must issue this authorization form to all potential private property owners within sixty (60) days. No services included in the contract are allowed on non-County owned property that does not have a valid authorization form on file with the Boca Grande Community Center. Forms returned directly to the awarded Vendor must be dropped off at the Community Center.
 - 3.5.2. No trapping or control services will be allowed on State/Federal-owned property without prior approval and permit issued from the Florida Department of Environmental Protection (or equivalent governing body). A copy of any approval and/or permit received from the FDEP, or equivalent governing body, shall be furnished to the County MSTBU representative prior to providing any services on State-owned property.
- 3.6. Vendor(s) shall exercise care to avoid damage to public and private properties. Any damages caused as a result of services provided under this contract shall be repaired or replaced at no costs to the County or property owner. Vendor(s) will be solely responsible for any restitution payments that result from land or property damages.
- 3.7. After trapping, the Black Spiny-Tailed Iguanas must be euthanized on Gasparilla Island. **NO LIVE IGUANAS (OR FERTILIZED EGGS) SHALL BE PERMITTED TO LEAVE GASPARILLA ISLAND.** Euthanasia and/or shooting of iguanas shall be humane as defined by, and follow regulations of, the American Association of Zoo Veterinarians, the American Veterinary Medical Association, and the Florida Fish and Wildlife Conservation Commission.
- 3.8. Vendor(s) must assign one (1) person/trapper to serve as main point of contact and principal trapper for this contract. Any changes in principal trapper must be authorized through Lee County MSTBU representative.
- 3.9. Population control services provided by this contract shall be February 15th to November 15th (approximately 36 weeks at 40 on site hours a week). Additional weeks of coverage, on an as needed bases, can be requested by the County MSTBU representative should there be above average temperatures and increased target animal activity. Additional coverage will not be charged to the county if not scheduled or requested by the County MSTBU representative. The County reserves the right to establish specified "hunting period(s)" or "no-hunting period(s)" at its sole discretion. Any such change shall be provided to the awarded Vendor(s) in writing.

- 3.10. The County reserves the right to request physical and/or photographic carcass verification at any time during contract life.
- 3.11. Vendor invoicing must include a detailed tally report. A sample invoice/tally report is shown below in section 5.. Tally report must contain at minimum, a daily breakdown of:
- 3.11.1. Number of iguanas removed, by age (e.g. adult, juvenile, or hatchling)
 - 3.11.1.1. For the purposes of this reporting, the below descriptions may be used along with the professional judgement of the Vendor(s) (e.g. time of year, coloring, spines, body mass, etc.):
 - 3.11.1.1.1. Adult: greater than 24" snout-to-vent length (SVL)
 - 3.11.1.1.2. Juvenile: 4"-24" SVL
 - 3.11.1.1.3. Hatchling: less than 4" SVL
 - 3.11.2. Method of capture (shot, trap, snare, etc.)
 - 3.11.3. Location of removal (North, Central, South) – *Section 6 below shows these boundaries on an aerial photo for reference.*
 - 3.11.3.1. For the purposes of this reporting, the below descriptions shall be used:
 - 3.11.3.1.1. North Area: Northern County boundary with Charlotte County, south to the northern side of 17th Street
 - 3.11.3.1.2. Central Area: Southern side of 17th Street, south to the just before properties on the northern side of Wheeler Rd/south end of East Railroad Ave. Includes Jose Gaspar Dr and Three Sisters Dr.
 - 3.11.3.1.3. South Area: Properties on the north side of Wheeler Rd/south end of East Railroad Ave to southern tip of Gasparilla Island
 - 3.11.4. Number of traps set each day and location(s)
- 3.12. The County reserves the right to determine if sufficient progress is being made in the reduction of population and adjust schedules, areas worked (within the Lee County portion of Gasparilla Island), and capture methodologies employed.
- 3.13. All services must be conducted with adequate safety precautions to protect the Vendor(s), public, non-targeted species, and property.
- 3.14. Should the awarded Vendor(s) provide trapping or euthanasia services for property owners outside of this contract; it will be the Vendor's responsibility to segregate the time used to capture those iguanas from the work done for the County. Any attempts to obtain payment for hours worked outside of this quote shall be grounds for immediate termination of the Vendor's award of this quote. The County reserves the right to confirm hours serviced with private property owners.
- 3.15. Vendor(s) is/are prohibited from selling live iguanas (including eggs) captured through this contract. Lee County reserves the right to terminate any contract where a Vendor is found to be selling live iguanas.

4. SAMPLE PRIVATE PROPERTY RELEASE FORM

**BLACK SPINY-TAILED IGUANA POPULATION
CONTROL PROGRAM ACCESS TO PRIVATE
PROPERTY**

Entrance is permitted to properties that have signed release only.

Dear Property Owner,

My name is _____ with __(*Company Name*)_____. I am under contract with Lee County to control the population of Black Spiny-Tailed Iguanas on the Lee County side of Gasparilla Island. I am requesting trapping/hunting rights and access to the exterior areas of your property in order to capture iguanas that may be present in this area.

I accept all legal and financial responsibility resulting from my activities while on your property. Further, you will not be held liable for any injuries sustained while I am on your premises.

At the onset of this agreement, I am asking all property owners or caretakers to survey the property for damage prior to any trapping/hunting services. (Pellet holes, etc.) Any pre-existing damage will be noted on the back of this form and I will not be held responsible for noted damage.

Please fill out the required information and drop it off at the Boca Grande Community Center located at 131 First St. West Boca Grande, FL 33921, or mail it back to me at the address listed below.

I appreciate your cooperation and assure you that my presence will be as non-invasive to you as possible. Please feel free to contact me at any time if you have any questions or concerns; I can be reached at the phone number below.

Sincerely,

Company Name:

Address:

Phone Number:

**PROPERTY OWNER PLEASE COMPLETE THE BELOW AND
RETURN:**

Return to Community Center or Trapper as indicated above.

Date: _____

Property Owner Print Name:

Property Owner Signature:

Property Street Address:

Phone: _____ Email: _____

Your contact information will not be used for any purpose not related to the removal of iguanas.

5. SAMPLE INVOICING

CONTRACTOR NAME

email
street address
City, State, ZIP
Phone
BILL TO:
 Lee County MSTBU Office
 PO Box 399
 Fort Myers, FL 33902

INVOICE & IGUANA TALLY

DATE: _____

FOR: PO# XXXXXXXX - GASPARILLA IGUANA CONTROL

Invoice Number XXXX

Date	Day	Start Time	End Time	Hours Worked	Method	North Area			Central Area			South Area			TOTALS	
						Adults	Juveniles	Hatchlings	Adults	Juveniles	Hatchlings	Adults	Juveniles	Hatchlings		
6/12/2024	Monday	8:00:00 AM	4:00:00 PM	8.00	Iguanas Shot										0	
					Traps deployed										0	
					Iguanas Trapped										0	
					Seen but NOT captured										0	
6/13/2024	Tuesday	8:00:00 AM	4:00:00 PM	8.00	Iguanas Shot									0		
					Traps deployed										0	
					Iguanas Trapped										0	
					Seen but NOT captured										0	
6/14/2024	Wednesday	8:00:00 AM	4:00:00 PM	8.00	Iguanas Shot									0		
					Traps deployed										0	
					Iguanas Trapped										0	
					Seen but NOT captured										0	
6/15/2024	Thursday	8:00:00 AM	4:00:00 PM	8.00	Iguanas Shot									0		
					Traps deployed										0	
					Iguanas Trapped										0	
					Seen but NOT captured										0	
6/16/2024	Friday	8:00:00 AM	4:00:00 PM	8.00	Iguanas Shot									0		
					Traps deployed										0	
					Iguanas Trapped										0	
					Seen but NOT captured										0	
TOTAL:						0	0	0	0	0	0	0	0	0	0	0
TOTAL HOURS WORKED THIS PERIOD:						40.00										
						\$0.00			TOTAL DUE							

6. LOCATION BOUNDARIES



End of Scope of Work and Specifications 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. 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 a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed three (3) additional one (1) year periods. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. Services shall begin within thirty (30) calendar days after receipt of Notice to Proceed or Purchase Order. Services are not expected to begin prior to February 1, 2024, nor prior to receipt of Notice of Proceed or equivalent Purchase Order.

2. BASIS OF AWARD

- 2.1. The basis of award shall be: the lowest (hourly rate) of the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications.
- 2.2. Following the County's rights as described and reserved herein, multiple Vendors may be awarded Agreements under this solicitation. When awards are made to multiple Vendors the County reserves the right to assign a status of Primary and Secondary as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline required, the Secondary would be the next order of contact, as applicable. Additionally, the order of award can be changed because of deficient or non-compliant performance. The County also reserves the right during the Agreement term to award to contract to the next ranking compliant bid if it is in the best interest of the County. For additional information, see the "Basis of Award" section 26.3 of the General Terms and Conditions. The County reserves the right to award to the Vendor(s) whose prices, in its sole judgment, are the most realistic in terms of provision of the best services and in the best interest of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.

3. PRICING

- 3.1. Pricing shall be provided as an hourly rate based on a forty (40) hour work week (Monday – Friday), February 15th through November 15th, and shall be inclusive of all labor, materials, equipment, overhead, profit, transportation expenses, tolls, disposal fees, and any other incidental costs required to perform and complete all work as specified herein. The Vendor is responsible for determining and providing the type and amount of equipment and labor necessary to complete this contract. Time used for equipment procurement, transport, and maintenance is not billable.

4. LOCAL PREFERENCE

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

End of Special Conditions Section



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: August 15, 2023

Solicitation No.: B230384KLB

Solicitation Name: Population Control Services for Black Spiny-Tailed Iguanas (*Ctenosaura Similis*) on Gasparilla Island

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.	Will there be a pre-bid conference for the bid? I see no meeting is scheduled at this time.
Answer	No, there is no pre-bid scheduled.

2.	What is the term of the contract? There are conflicting dates in the body of the bid.
Answer	Per the Term of the Solicitation, page 15: The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department the commodity or services on an “as needed basis” for a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed three (3) additional one (1) year periods. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

3.	<p>Page 17 section 3.3 "Vendor(s) shall be able to provide at least ten (10) appropriately sized live traps (e.g. Tomahawk Model 605SS, AAC-Proline Skunk, Havarhart Model 1085, or similar) for use by, and when requested by, property owners. Vendor(s) shall provide property owners with instructions on the appropriate use of loaned trap(s). Property owners shall be responsible to supply and install bait in the loaned traps and the daily setting and overnight closure of baited traps to avoid trapping non-target species. Vendor(s) shall be responsible for removal of captured iguanas and release of non-target species".</p> <p>You have included a form for the vendor to access the property, do you have a form for the traps loaned by the vendor to the property owner? With over 14 years in the business and 30 employees dedicated solely to removal of feral iguanas from state parks, cities, commercial accounts and homeowners, it is imperative that FWC guidelines are adhered to when using traps.</p>
----	--

	As stated in 3.4, all traps must be checked at least once every twenty-four hours. The situation comes into play when a property owner activates an inactive trap (trap is closed over the weekend) and the animal is not released and sits in the trap for over 24 hours. The vendor and even the city could then become liable for this situation.
Answer	We do not have a form currently. To avoid any issues with unintended trapping, we will only trap Monday through Friday. The traps must be removed on Fridays before leaving the area.

4.	As a follow up, if it is the property owner's responsibility to check the traps daily as stated what mechanism is in place so the vendor is contacted timely if something is in the trap?
Answer	It will be the vendor's responsibility to check the traps while they are deployed.

5.	To be clear, is it the property owner or the vendor's responsibility to check the traps daily. We want to be sure a process is in place to limit the potential liability to ourselves and the city.
Answer	See answer to question 4.

6.	<p>Would a company still be considered a local vendor if their office is in Charlotte county?</p> <p>32. LOCAL VENDOR PREFERENCE 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation. 32.2. 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. 32.3. 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.</p> <p>4. LOCAL PREFERENCE 4.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.</p>
Answer	Please refer to Section 3.5. Local Preference of the Lee County Ordinance No. 22-06.

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

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

COMPANY NAME: Blue Iguana Pest Control, Inc d/b/a Iguana Control			
SOLICITATION: B230348KLB - Population Control Services for Black Spiny-Tailed Iguanas (<i>Ctenosaura Similis</i>) on Gasparilla Island			
Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.			
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.			
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 bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.			
PRICING: <i>Pricing shall be provided as an hourly rate based on a forty (40) hour work week (Monday –Friday) and shall be inclusive of all labor, materials, equipment, overhead, profit, transportation expenses, tolls, disposal fees, and any other incidental costs required to perform and complete all work as specified herein. The Vendors is responsible for determining and providing the type and amount of equipment and labor necessary to complete this contract. Time used for equipment procurement, transport, and maintenance is not billable.</i>			
Population Control Services for Black Spiny-Tailed Iguanas (<i>Ctenosaura Similis</i>) on Gasparilla Island			
Item	Description	Unit of Measure	Unit Price
1	Provide all labor, materials, and equipment necessary to provide population control services as described within B230348KLB	Hourly	\$35
Principal Trapper			
Name:	Rick Torgerson		
Phone:	(754) 317-9561		
Email:	Rick@IguanaControl.com		

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."***



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.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

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

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 10/24/23

STATE OF Florida
COUNTY OF Brevard

[Signature]
Signature
PRESIDENT / THOMAS PORTUALLIO
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24 day of Oct, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: FL ID# P634-830-01-0990
Type of Identification

[Stamp/seal required]

[Signature]
Signature, Notary Public

