



**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Invitation to Bid (B) (Non-CCNA)

Solicitation No.:	ITB 160517LC	
Solicitation Name:	Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island	
Open Date/Time:	9/28/2016	Time: 2:30 PM
Location:	Lee County Procurement Management 1500 Monroe St 4th Floor Fort Myers, FL 33901	
Procurement Contact:	Lindsay Cepero	Title: Procurement Analyst
Phone:	(239) 533-8881	Email: LCepero@LeeGov.com
Requesting Dept.:	Facilities Construction & Management	

Pre-Solicitation Meeting:	
Type:	No meeting scheduled at this time
Date/Time:	N/A
Location:	N/A

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



Notice to Vendor:

ITB 160517LC, Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island

Invitation to Bid (ITB)

Lee County, Fort Myers, Florida, is requesting bid from qualified individuals/firms for:

ITB 160517LC, Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their bids, pertinent to this project prior to:

2:30 PM Wednesday, September 28, 2016

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive bid(s), and shall be clearly marked with the solicitation name, solicitation number, Bidder name, and contact information as identified in these solicitation documents.

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

There will be no Pre-Bid Conference for this solicitation

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

Lindsay Cepero, LCepero@LeeGov.com

Sincerely,

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

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

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.9. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.10. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the “Terms and Conditions” the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
 - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statutes Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the bid, all necessary permits and/or licenses required for this product and/or service.

4. **BID – PREPARATION OF SUBMITTAL**

4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the envelope must be marked with the following information (Label Form is attached for your use):

- 4.1.1. Marked with the words “Sealed Bid”
- 4.1.2. Name of the firm submitting the bid
- 4.1.3. Title of the bid
- 4.1.4. Bid number

4.2. **Bid submission shall include:**

- 4.2.1. Provide Two (2) hard copies. Mark each: one “Original”, one “Copy”
- 4.2.2. Provide One (1) electronic CD ROM or Flash drive set of the submission.
- 4.2.3. One single adobe PDF file in the same order as the original hard copy.
- 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
- 4.2.5. Use rewritable CD ROM and do not lock files.

4.3. **Submission Format:**

- 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
- 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
- 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
- 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
- 4.3.5. Should not contain links to other Web pages.
- 4.3.6. Include any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
- 4.3.7. Bid Security/Bond(s), if applicable (Construction projects)

4.4. **Preparation Cost:** The Bidder 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 bid, or for any travel and per diem costs that are incurred by any Bidder.

5. **RESPONSES RECEIVED LATE**

- 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’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. **BIDDER REQUIREMENTS (unless otherwise noted)**

6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders 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 bidder to perform.

- 6.1.1. Bids may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, bids 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 bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
- 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.

- 6.1.3. Any bidder or sub-contractor 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 bidder or sub-contractor.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.
7. **PRE-BID CONFERENCE**
- 7.1. A pre-bid 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-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid 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 bid 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-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.
8. **COUNTY INTERPRETATION/ADDENDUMS**
- 8.1. Each bidder 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 bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the bid is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder’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. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the

vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

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

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder 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 bid 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 bid 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 submission 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 bidder.
- 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 bidder's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful bidder for the accuracy and competency of the successful bidder's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful bidder's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful bidder for the project. After acceptance of the final plans by the County, the successful bidder agrees, prior to and during the construction of the project, to perform such successful bidder 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 bidder 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 bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Bidders should be aware that all submissions 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 bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

15. BID -- CONFLICT OF INTEREST

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

And:

15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

15.3. Should your submission 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 submission from consideration for this project.

15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder 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/Bidder maybe declared non- responsible.**

17. DRUG FREE WORKPLACE

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

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

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

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

19.1. The bidder agrees to comply, in accordance with Florida Statute 287.134, that furnishing services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

19.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status.

19.3. The bidder 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 bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.
20. LOCAL BIDDER'S PREFERENCE
 - 20.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may chose to award a preference to any qualified "Local Contractor/Vendor" in a amount not to exceed 3% of the total amount quoted by that firm.
 - 20.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
 - 20.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida
 - OR
 - 20.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.
21. BIDDER/SUB-CONTRACTOR RELATIONSHIP
 - 21.1. The prime bidder/contractor on a project may not also be listed as a sub-contractor to another firm submitting a bid for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.
22. SUB-CONTRACTOR
 - 22.1. The use of sub-contractors under this solicitation is not allowed without prior written authorization from the County representative.
23. BID - PROJECT GUIDELINES
 - 23.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 23.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 23.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 23.1.3. This contract does not entitle any bidder 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.
 - 23.1.4. 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.
 - 23.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this agreement.
 - 23.1.6. 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.
24. BID – TIEBREAKER
 - 24.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.

- 24.1.1. **Step 1 Local Bidder:** Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
- 24.1.2. **Step 2 Drug Free Workplace:** At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.
- 24.1.3. **Step 3 Coin Flip:** At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 24.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 24.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.
25. **WITHDRAWAL OF BID**
- 25.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 25.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 25.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
- 25.3.1. The bidder acted in good faith in submitting the bid,
- 25.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
- 25.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
- 25.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
26. **PROTEST RIGHTS**
- 26.1. 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.
- 26.2. "Decisions" are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 26.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 26.4. In order to preserve your right to protest, you must file a written "**Notice Of Intent To File A Protest**" **with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
- 26.4.1. The notice must clearly state the basis and reasons for the protest.
- 26.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 26.5. To secure your right to protest you will also be required to post a "**Protest Bond**" and **file a written "Formal Protest"** document **within 10 calendar days** after the date of "**Notice of Intent to File a Protest**" is received by the Procurement Management Director.

- 26.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

27. **AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**

- 27.1. 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.

28. **CONTRACT ADMINISTRATION**

28.1. **Designated Contact:**

- 28.1.1. The awarded bidder 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.
- 28.1.2. Lee County requires that the awarded bidder 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.

28.2. **BID – Basis of Award:**

- 28.2.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 28.2.2. In the event the lowest responsive and responsive bid for a project exceeds the available funds, the County, may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 28.2.3. The County reserves the right to make award(s) by and individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bid received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 28.2.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

28.3. **Agreements/Contracts:**

- 28.3.1. The awarded bidder 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>.

28.4. **Records:**

- 28.4.1. Retention: The bidder 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 bidder 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.
- 28.4.2. 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.
- 28.4.3. Records:
 - 28.4.3.1. Awarded Contractor(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 28.4.3.2. Keep and maintain public records required by the County to perform the service.
 - 28.4.3.3. 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.
 - 28.4.3.4. 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.
 - 28.4.3.5. 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.

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

28.4.5. 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 bidder in connection with its services hereunder, include all documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

28.5. **Termination:**

28.5.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

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

28.5.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

29. WAIVER OF CLAIMS

29.1. 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.

30. LEE COUNTY PAYMENT PROCEDURES

30.1. All vendors are requested to mail an original invoice to:

**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**

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

30.3. 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.

30.4. 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 bidders should include in their

proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor’s services.

31. MATERIAL SAFETY DATA SHEETS (MSDS) (if applicable)

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

32. DEBRIS DISPOSAL (if applicable)

32.1. Unless otherwise stated, the bidder 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.

33. SHIPPING (if applicable)

33.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders 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.

33.2. 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.

34. INSURANCE (AS APPLICABLE)

34.1. Insurance shall be provided by the awarded bidder/vendor. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the bidder/vendor.

35. LIQUIDATED DAMAGES (CONSTRUCTION)

35.1. Bidder/vendor here by agrees, if this proposal is accepted, to commence work under this project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all work on the project within the contract time stipulated. The bidder/vendor further agrees to pay the determined dollar amount in the liquidated damages for each consecutive calendar day beyond final completion of work is delayed.

35.1.1. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD.)

35.1.1.1. Liquidated damages will be based on the entire project amount per calendar day using the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

OR

35.1.1.2. Liquidated Damages amount to be based on the following formula:

“Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD)”

The successful bidder/vendor shall be liable to the County for per diem liquidated damages in the amount of \$TBD, for each calendar day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

END OF SECTION

Standard 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:
 - \$500,000 per occurrence
 - \$1,000,000 general aggregate
 - \$500,000 products and completed operations
 - \$500,000 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:
 - \$500,000 combined single limit (CSL)
 - \$300,000 bodily injury per person
 - \$500,000 bodily injury per accident
 - \$300,000 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:
 - \$100,000 per accident
 - \$100,000 disease limit
 - \$500,000 disease – policy limit

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

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**
 - Lee County Board of County Commissioners**
 - P.O. Box 398**
 - Fort Myers, Florida 33902**

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

Special Requirements:

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

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR**

ITB 160517LC, Population Control Services for Black Spiny-Tailed Iguanas (*Ctenosaura Similis*) on Gasparilla Island

1. BACKGROUND

- 1.1 The Black Spiny-Tailed Iguana has been determined to be an invasive exotic predator classified as nonnative wildlife and is exempt from protection under the Wildlife Protection Act.
- 1.2 This iguana can cause damage that includes, but is not limited to: eating valuable landscape plants, shrubs, and trees, eating orchids and many other flowers, eating dooryard fruit like berries, figs, mangos, tomatoes, bananas, etc... Burrows that the iguana digs can undermine sidewalks, seawalls, and foundations that may result in collapse of seawalls and other 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.
- 1.3 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 4 years of persistent removal efforts were employed. The removal program will remain a success only as control efforts are maintained.

2. SCOPE OF WORK

- 2.1 The Lee County Board of County Commissioners (BOCC) desires 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.
- 2.2 The awarded Contractor shall provide 40 hours of population control services per week. Work may be performed any day of the week; Monday through Sunday. Work may ONLY take place during daylight hours and may NOT take place after dark. Contractor is required to provide **daily** timesheets to the Lee County MSTBU representative. Timesheets may be submitted electronically and must be provided in a format that is acceptable to the MSTBU representative and is subject to change.
- 2.3 Emergency services may also be requested under this contract. Emergency services shall include: urgent requests from property owner(s) or Lee County personnel to handle specific iguana removal after dark. Such services shall be completed at the standard hourly rate. Property release forms must be received for any emergency service performed on private property.

3. CONTRACTOR 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 Contractor's sole responsibility to maintain up-to-date with any changes in regulations that would affect services provided under this contract; inclusive of licensing or permitting requirements.
- 3.2 Following Florida law, all traps and snares must be checked at least once every 24 hours. Any non-target wildlife captured shall be immediately released at the site of capture.
- 3.3 Services will be performed on County and privately owned property ONLY. No trapping or control services may be performed on privately owned property without prior written approval received from the property owner(s). It is the sole responsibility of the Contractor to verify land ownership and seek appropriate written authorization. Should ownership of a property change for any reason such as sale or transfer the Contractor must receive new written authorization from the new property owner(s) prior to completing any population

control services.

- 3.4 A property authorization form is attached (Form 11) for use by the awarded Contractor. Upon receipt of Notice to Proceed or equivalent Purchase Order, the Contractor must issue this authorization form to all potential private property owners within 60 days. No services are allowed on private property that does not have an authorization form on file with the Community Center. Forms returned directly to the awarded Contractor must be dropped off at the Community Center.
- 3.5 No trapping or control services will be allowed on State-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 Contractor shall exercise care to avoid damage to public and private properties. Any damages caused to County, private, or State owned land as a result of services provided under this contract shall be repaired or replaced at no costs to the County or landowner. Contractor 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 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 Contractor must assign one (1) person/trapper to serve as main point of contact and principal trapper for this contract. Trapper assigned to contract must be listed on all property permission forms. Any changes in principal trapper must be authorized through Lee County MSTBU rep and will require new private property access authorizations completed by property owner(s).
- 3.9 Population control services provided for this contract shall be year round. The County reserves the right to establish a specified "hunting period" at its sole discretion. Any such change shall be provided to the awarded Contractor in writing.
- 3.10 The County reserves the right to request carcass verification at any time during contract life.
- 3.11 Contractor invoicing must include a detailed tally report of removals completed. Tally report must contain at minimum: number of adults, number of juveniles, number of hatchlings, and number of clutches (must provide egg county) removed along with the associated dates of removal.
- 3.12 The County reserves the right to determine if sufficient progress is being made in the reduction of population. The Contractor is responsible for determining and providing the type and amount of equipment and labor necessary to complete this contract.
- 3.13 All services must be conducted with adequate safety precautions to protect the operator, public, and non-targeted species.
- 3.14 Should the awarded Contractor provide trapping or euthanasia services for island property owners outside of this quote; it will be the Contractor's responsibility to segregate the time used to trap 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 Contractor's award of this quote. The County reserves the right to confirm hours serviced with private property owners.

3.15 Contractor is prohibited from selling of any iguana meat, parts of iguanas, or live iguanas (including eggs) captured and/or euthanized through Lee County contract. Lee County reserves the right to terminate any contract where a contractor is found to be selling iguanas and or remains procured through the Population Control contract.

3.16 All invoicing must contain total of hours work for period of invoice.

4. BASIS OF AWARD

4.1 The basis of award shall be: the lowest (hourly rate) most responsive, responsible, and qualified Bidder meeting all bid specifications. The County reserves the right to award to the Contractor(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.

4.1 The County reserves the rights, when it is deemed in the County's best interest;

- To award individual item(s), group of items, all or none, or a combination thereof;
- To award through an approach which best serves the interest of the County; i.e., to a single vendor, multiple vendors, or on a primary/secondary vendor basis.

5. TERM.

5.1 If awarded, the terms of this solicitation shall be in effect for one (1) year beginning October 1, 2016 or soon thereafter. The County reserves the right to renew this quote (or any portion thereof), for up to three (3) additional one (1) year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

5.2 Services shall begin within 30 calendar days after receipt of Notice to Proceed or Purchase Order. Services may not begin prior to October 1, 2016 nor prior to receipt of Notice to Proceed or equivalent Purchase Order.

6. PRICING

6.1 Pricing shall be provided as an hourly rate based on a 40 hour work week (Monday – Sunday) and shall be inclusive of all labor, materials, equipment, overhead, profit, transportation expenses, tolls, and any other incidental costs required to perform and complete all work as specified herein.

6.2 Hourly Rate charged shall serve for both general times of need (IE: daylight servicing) as well as during emergency situations (IE: nightly and/or specialty service).

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

7.1 Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

7.2 The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

7.3 The County further reserves the right to purchase any of the items in this bid from DBE's to fulfill the County's stated policy toward DBE's.

END OF SECTION

REQUIRED FORMS

INVITATION TO BID

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

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 Bid Form

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

1b Business Relationship Disclosure Requirement (if Applicable)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form** “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and **returned with solicitation response**. **It is the Bidder’s responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

2 Affidavit Certification Immigration Laws

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

3 Reference Survey

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

1. **Section 1:** Bidder to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the Bidder’s information.)
2. **Section 2:** Enter the name of the Bidder, provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3**” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Bidder.
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** must be returned.
6. Responses are due:
 - **Bids and NON-evaluated (by Committee) solicitations:** Only the awarded Bidder(s) will be required to provide reference responses. Responses are due no later than 7 calendar days after bid opening.

7. Failure to obtain reference surveys may make your company non-responsive.

4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of

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

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

5 *Affidavit Principal Place of Business*

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

6 *Sub-Contractor List* (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crime Form*

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

8 *Trench Safety* (Not Applicable)

Self explanatory.

9 *Bid Bond* (Not Applicable)

Self explanatory

***** *Proposal Label* (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted _____

Deadline Date: 9/28/2016 _____

SOLICITATION IDENTIFICATION: ITB 160517LC _____

SOLICITATION NAME: Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island _____

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number _____

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

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

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY

1 Collusion Statement: Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or engaged in a Boycott of Israel(Beginning October 1, 2016), or been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

- | | | | |
|---|--|---|----------|
| | <u> </u> <i>Business Relationship Applicable</i> | <u> </u> <i>Business Relationship NOT Applicable</i> | |
| 4 | Disadvantaged Business Enterprise (DBE) proposers' please attach a current certificate | _____ Yes | _____ No |
| 5 | The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. | | |
| 6 | Are there any modifications to the solicitation or specifications | _____ Yes | _____ No |
- Modifications:

Where Proposer is a Corporation, add:

Company Name: (Name printed or typed)	Authorized Proposer: (Name printed or typed)
(Seal)	Proposer Title
Secretary Signature:	Authorized Proposer Signature

Attest: (Secretary name printed or typed)

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.

Form 1a – Proposal Form (not applicable for CCNA solicitations)



Lee County Procurement Management
PROPOSAL FORM

Company Name: _____

Solicitation # ITB 160517LC **Solicitation Name** Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island

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

Term

If awarded, the terms of this solicitation shall be in effect for one (1) year beginning October 1, 2016 or soon thereafter. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to three (3) additional one (1) year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

Services shall begin within 30 calendar days after receipt of Notice to Proceed or Purchase Order. Services may not begin prior to October 1, 2016 or prior to receipt of Notice to Proceed or equivalent Purchase Order.

Pricing

Pricing shall be provided as an hourly rate based on a 40 hour work week (Monday – Sunday) and shall be inclusive of all labor, materials, equipment, overhead, profit, transportation expenses, tolls, and any other incidental costs required to perform and complete all work as specified herein.

Hourly Rate charged shall serve for both general times of need (IE: Monday to Sunday - Daylight Servicing) as well as during emergency situations (IE: Nightly and/or Specialty Service).

Population Control Services for Black Spiny-Tailed Iguanas On Gasparilla Island			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
Population Control Services			
1	Provide all labor, materials, and equipment necessary to provide population control services as described within <i>ITB 160517LC, Population Control Services for Black Spiny-Tailed Iguanas on Gasparilla Island.</i>	HOURLY RATE	\$
<small>*Hourly rate is based on a 40 hour work week as defined above.</small>			

HOURLY RATE:

(Use Words to Write Hourly Rate Charge)

PRINCIPAL TRAPPER	
NAME:	
PHONE:	
EMAIL:	
ALT PHONE:	

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: ITB 160517LC SOLICITATION NAME: POPULATION CONTROL SERVICES FOR BLACK SPINY-TAILED IGUANAS (CTENOSAURA SIMILIS) ON GASPARILLA ISLAND

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who has produced (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

Form 3 Reference Survey



Lee County Procurement Management
REFERENCE SURVEY

Solicitation: ITB 160517LC, Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island

Section 1

FROM:		BUYER: Lindsay Cepero
COMPANY:		DATE: 9/28/2016
PHONE #:		TOTAL # PAGES: 1
FAX #:		PHONE #: 239-533-8881 FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: LCepero@LeeGov.com

SUBJECT: Reference for work completed regarding (Bidder's project name):

You as an individual or Your company has been given as a reference on a project identified above.
Description of Lee County Project: The Lee County Board of County Commissioners (BOCC) desires 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.

Section 2

Proposer name (reference is being provided for): _____

Section 3

	"YES" OR "NO"
1. Was the scope of work performed similar in nature?	
2. Did this company have the proper resources and personnel by which to get the job done?	
3. Were any problems encountered with the company's work performance?	
4. Were any change orders or contract amendments issued, other than owner initiated?	
5. Was the job completed on time?	
6. Was the job completed within budget?	
7. 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>	
8. If the opportunity were to present itself, would you rehire this company?	
9. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Lindsay Cepero
 Email LCepero@LeeGov.com or FAX # 239-485-8383

Reference Name (Print Name) _____

Please submit non-Lee County employees as references

Reference Signature _____



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is **no action** pending or action taken in the last 10 years, complete the **company name and write "NONE" on line 3** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Form 5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

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

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
Authorized Signature _____

Date _____

The 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.**

Notary:
State of _____
County of _____

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

20_____, _____ who has produced

_____ as identification (or personally known)
Type of ID and number

⇒
Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

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

6. Number of available employees for this contract _____

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS Page 2

- 7. Describe the types, amount and location of equipment you have available to service this contract.

- 8. Describe the types, amount and location of material stock that you have available to service this contract.

Attach additional page(s), if necessary

Form 6-Sub-contractor List



SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

Form 7: 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 _____
(Print name of the public entity)
- by _____
(Print individual's name and title)
- for _____
(Print name of entity submitting sworn statement)
- whose business address is _____
- (If applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

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

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

Public Entity Crime Form

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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

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

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety (Not Applicable)

TRENCH SAFETY

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

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

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

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

(Signature)

(Company Name)

STATE OF _____
 COUNTY OF _____

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

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

(serial number, if any)

My commission expires:

Form 9: Disadvantaged Business Enterprise Participation

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: _____ %

CONTRACTOR NAME

SIGNATURE

DATE

Form 10: Bid Bond – NOT APPLICABLE

BID BOND

Complete **EITHER** Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)
_____ a Corporation licensed to do
(Surety's Name)

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

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

SIGNED AND SEALED this _____ day of _____, _____

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

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

Witness as to Principal: _____ (SEAL)
(Principal)

(By) _____ Printed Name

Witness as to Surety: _____ (SEAL)
(Surety's Name)

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

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

Form 11: 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 Homeowner,

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 exclusive trapping/hunting rights and access to the exterior areas of your property in order to capture iguanas that may be present in this area from (Start Date) ending on (End Date).

I accept all legal and financial responsibility resulting from my activities while on your land. 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 this the required information and drop it off at the 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 (Phone Number).

Sincerely,

Company Name:

Address:

Phone Number :

HOMEOWNER PLEASE COMPLETE THE BELOW AND RETURN:

Return to Community Center or Trapper as indicated above.

Date: _____

Homeowner Print Name: _____

Homeowner Signature: _____

Address: _____

Phone: _____

Sealed Proposal Label

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	ITB 160517LC
SOLICITATION TITLE:	Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island
DATE DUE:	9/28/2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY