

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
REMOVAL OF INVASIVE EXOTIC TREES

DATE SUBMITTED: 1-25-2012

VENDOR NAME: Forestry Resources Ecological, Inc.

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.

The undersigned acknowledges
receipt of Addenda numbers:

None as of 1-25-2012

TO BE STARTED WITHIN asap CALENDAR DAYS AFTER
RECEIPT OF AWARD AND PURCHASE ORDER.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes _____ No X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

None


Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME: Forestry Resources Ecological, Inc.

BY (Printed): Rick K. Joyce

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S. # 65-0320862

ADDRESS: 4353 Michigan Link
Fort Myers, FL 33916

PHONE NO.: (239) 334-2493

FAX NO.: (239) 334-1723

CELLULAR PHONE/PAGER NO.: (239) 851-9366

DUNS#: 966483729

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 9503945

E-MAIL ADDRESS: rjoyce@fri-eco.com

REVISED: 5/3/11

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- ☒ 1. The Quote has been signed.
- ☒ 2. The Quote prices offered have been reviewed.
- ☒ 3. The price extensions and totals have been checked.
- ☒ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- ☒ 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ☒ 6. All modifications have been acknowledged in the space provided.
- ☒ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ☒ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ☒ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- ☒ 10. Any Delivery information required is included.
- ☒ 11. Affidavit Certification Immigration Signed and Notarized
- ☒ 12. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901
- ☒ 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- ☒ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- ☒ 15. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 _____ Do not offer this product Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CP

DATE (MM/DD/YYYY)

01/18/12

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

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

PRODUCER Lykes Insurance, Inc. - FTM P.O. Box 60043 Fort Myers, FL 33906-6043 R. Mark Webb, CPCU A279590		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FORES-1
INSURED Forestry Resources Inc. Forestry Resources Ecological Inc. 4353 Michigan Link Ft Myers, FL 33916		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 24112

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CAG5580936	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAG5580936	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		CAG5580936	01/01/12	01/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lee County, a political subdivision and Charter County of the State of Florida is listed as an additional insured with respect to general liability.

CERTIFICATE HOLDER**CANCELLATION**

LEEC398 Lee County Board of County Commissioners c/o Lee Co. Procurement Mgmt PO Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE						Date 1/18/2012																	
Producer: Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.																			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Insurers Affording Coverage</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">Insurer A:</td> <td style="width: 30%;">Lion Insurance Company</td> <td style="width: 20%; text-align: center;">11075</td> </tr> <tr> <td>Insurer B:</td> <td></td> <td></td> </tr> <tr> <td>Insurer C:</td> <td></td> <td></td> </tr> <tr> <td>Insurer D:</td> <td></td> <td></td> </tr> <tr> <td>Insurer E:</td> <td></td> <td></td> </tr> </table>		Insurers Affording Coverage		NAIC #	Insurer A:	Lion Insurance Company	11075	Insurer B:			Insurer C:			Insurer D:			Insurer E:		
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Insurer A:	Lion Insurance Company	11075																					
Insurer B:																							
Insurer C:																							
Insurer D:																							
Insurer E:																							
Coverages <small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>																							
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence Damage to rented premises (EA occurrence) Med Exp Personal Adv Injury General Aggregate Products - Comp/Op Agg	\$ \$ \$ \$ \$ \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accidents) Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage (Per Accident)	\$ \$ \$ \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate	\$ \$																
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2012	01/01/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">X WC Statutory Limits</td> <td style="width: 50%; text-align: center;">OTH-ER</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E.L. Each Accident</td> <td style="text-align: right; padding: 2px;">\$1,000,000</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E.L. Disease - Ea Employee</td> <td style="text-align: right; padding: 2px;">\$1,000,000</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E.L. Disease - Policy Limits</td> <td style="text-align: right; padding: 2px;">\$1,000,000</td> </tr> </table>	X WC Statutory Limits	OTH-ER	E.L. Each Accident		\$1,000,000	E.L. Disease - Ea Employee		\$1,000,000	E.L. Disease - Policy Limits		\$1,000,000						
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E.L. Disease - Ea Employee		\$1,000,000																					
E.L. Disease - Policy Limits		\$1,000,000																					
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616																				
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:																							
Client ID: 14-62-009 Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company": <p style="text-align: center;">Forestry Resources Ecological, Inc.</p> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in Florida. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.																							
Project Name: ISSUE 01-10-12 (SD) / REISSUE 01-18-12 (SD)																							
Begin Date: 8/12/2002																							
CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS c/o LEE COUNTY PROCUREMENT MANAGEMENT P.O. BOX 398 FORT MYERS, FL 33902				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.																			

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: 

APPROVED AS TO FORM

By: _____
County Attorney's Office

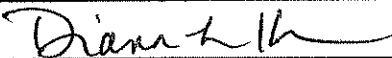
Name: 

By: rick k joyce

Title: PRSSIDENT

STATE OF FLORIDA) ss:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 30th day of January, 2012, by Rick Joyce, an individual, who is personally known to me or has produced Drivers License as identification and did (did not) take an oath.

 Notary Public

Diana L Khan
(Print Name)

My commission expires:

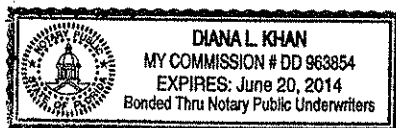


Exhibit "A"

"Scope of Work"

1. Remove melaleuca and Australian pine vegetation only from designated preserves.
2. Exercise due care against starting and spreading fires during the cutting operations.
3. All utility lines, ditches, driveways, culverts, fences and other trees located within or immediately outside the exterior boundaries of the project area must be protected from damage by logging/harvesting operations. Provider and any of provider's subcontractors agrees to assume full responsibility and to be liable for damages to persons or property incurred in or resulting from the harvesting of this exotic timber, and any damages must be repaired immediately by and at the expense of Provider.
4. Lee County staff and a company representative must agree upon the location of all loading ramps. Loading of log/mulch trucks is not permitted on paved or graded roads.
5. Care should be given to avoid damaging larger native vegetation, to avoid creating deeply rutted trails and to avoid driving through isolated wetlands.
6. Logging area, particularly around loading ramps, must be kept free from any litter, such as oil cans, drums, paper and other refuse on a daily basis. County staff understands that there will be some vegetative debris/slash remaining from this exotic plant removal operation. Slash must be removed from site, mulched in place, or scattered throughout the uplands of the site and not left in a debris pile, unless agreed to in writing between the Provider and the land stewardship coordinator.

Lee County Quote Name: Removal of Invasive Exotic Trees
Quote Number: IW120115
Submitted: January 25, 2012

Forestry Resources Ecological, Inc.

4353 Michigan Link
Fort Myers, FL 33916
Office Telephone: (239) 334-2493
Fax Telephone: (239) 334-1723

Contact:

Rick Joyce, President and Certified Arborist
Cell Phone: (239) 851-9366
Email: rjoyce@fri-eco.com

Company Overview

Forestry Resources Ecological, Inc. (FRE) is a Fort Myers, Florida based environmental land clearing, land management and ecological restoration company that is a directly affiliated company of Forestry Resources, Inc. (FRI). The corporate offices for both FRI and FRE are located in the City of Fort Myers at 4353 Michigan Link. FRE is owned by John Cauthen and Rick Joyce.

Starting in 1985, FRI was a pioneer in the Florida exotic pest plant removal and ecological restoration industry. This provides us with approximately 27 years of hands-on experience in the invasive exotic tree removal work that is described in this quote. As an innovative part of the exotic pest plant removal process FRI was able to make a valuable and usable mulch product. FRE maintains a fleet of customized grinding and mulch making equipment.

FRI's signature Melaleuca tree based mulch product "Florimulch" has won multiple environmental awards and is endorsed by the "Friends of Everglades" organization. Since the beginning of the company, it is estimated that over 318,000,000 pounds of Melaleuca mulch have been produced and sold by FRI.

FRI/FRE was one of three previous contract holders for the harvest of exotic pest plants as provided in this quotation. We worked closely with county land management staff to insure timeliness and good results from our exotic pest plant removal work. We achieved significant results on all projects we worked on and look forward to that continued success.

FRE conducts land clearing and exotic pest plant removal work on public and private properties throughout central and south Florida. We take pride in our tree harvest work. The company is well known and respected for high quality work. FRE staff has a strong working knowledge of federal, state, regional and local governmental regulations involving exotic pest plant control, arboriculture and native plant restoration.

We have an extensive list of current and previous clients. The client list and references are available upon request.

Lee County Contract No.:

CONTRACT FOR SERVICES

THIS AGREEMENT is made this 25th day of January, 2012, between the **LEE COUNTY**, a political subdivision and charter county of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902, hereinafter referred to as "County", and Forestry Resources Ecological, Inc., hereinafter referred to as "Provider" whose business address is 4353 Michigan Link, Fort Myers, FL 33916 whose telephone number is (239) 334-2493.

ARTICLE 1 **SCOPE OF SERVICES**

A. Provider will provide certain removal of invasive non-native melaleuca and Australian pine vegetation services to County on a continuing basis, as described in Exhibit A, "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by County during the term of this Agreement.

B. Provider has represented to County that it has special expertise in the type of services that will be provided under the Scope of Services. Provider agrees that all services provided by Provider under this Agreement will be subject to County's review and approval, and be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies regulating or having jurisdiction over those services. If Provider becomes aware of any conflicts in these requirements, Provider must notify County of such conflict and utilize its best professional judgment to resolve the conflict.

ARTICLE 2 **TERM OF THE AGREEMENT**

The term of this Agreement will remain ongoing until Parks and Rec determines the service is no longer necessary.

ARTICLE 3 **PROVIDER'S RESPONSIBILITIES**

Provider, at its expense, will:

A. Furnish any and all materials associated with performance of the services described herein.

B. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the contract services provided by Provider under this Agreement.

C. Agree that when services provided under this Agreement relate to a professional service, which, under Florida Statutes, requires a license, certificate of operation, or other form of legal entitlement to practice such service, Provider will employ and/or retain only qualified personnel to provide such service.

D. Comply with the insurance provisions set forth in Article 7.

E. Compliance with the provisions of the Florida public records law, as required under Florida Statutes Section 287.058, with respect to any documents, papers, letters or written other material made or received by the Provider in conjunction with this agreement.

ARTICLE 4 **COMPENSATION**

Provider agrees to perform the services described above in exchange for the right to recycle the biomass material (melaleuca and Australian pine trees) into mulch.

Provider understands and agrees no monetary compensation will be received from the County for the exotic removal services provided under this agreement.

ARTICLE 5 **INDEMNIFICATION**

Provider agrees to indemnify and hold harmless County and its agents and employees, from and against all claims, damages, losses and expenses arising out of or resulting from the performance of Provider's services hereunder whether or not any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission or willful act of Provider, or anyone for whose acts it may be liable, and regardless of whether or not it is caused in part by a party indemnified hereunder.

ARTICLE 6 **TERMINATION**

Provider will be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization; or (b) failure to properly and timely perform the services as directed by County as provided for in the Agreement; or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider; or (d) failure to obey laws, ordinances, regulations or other codes of conduct; or (e) failure to perform or abide by

the terms or spirit of this Agreement; or, (f) for any other just cause. County may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice at the address identified above.

ARTICLE 7 **INSURANCE**

Insurance requirements are as listed in the specification.

ARTICLE 8 **NOTICE REGARDING PUBLIC ENTITY CRIMES**

A. Section 287.133(2) (a), Florida Statutes, prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

1. Contracting to provide goods or services to a public entity.
2. Submitting a bid on a contract for construction or repair of a public building or public work.
3. Submitting bids on leases of real property to a public entity.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

B. Provider, by signing this Agreement, confirms that Provider is not included on the Florida Department of Management Services list of convicted vendors and has not been on this list within the past 36 months.

ARTICLE 9 **COUNTY'S REPRESENTATIVE**

The County's representative for administration of this Contract is:

Cathy Olson
Parks and Recreation Senior Supervisor
3410 Palm Beach Boulevard
Fort Myers, FL 33916
Phone: (239) 533-7455

ARTICLE 10 **INDEPENDENT CONTRACTOR RELATIONSHIP**

The Provider is, and will be, in the performance of all services and activities under this Agreement, an Independent Contractor and not an employee, agent, official

or servant of the County. As such, neither the Provider nor any employees, agents, officials, servants or subcontractors of the Provider are eligible for any benefits afforded employees or officials of the County. The Provider must exercise control over the means and manner in which the Provider, and the Provider's employees and subcontractors perform the work that is set forth in this Agreement. This Provider does not have the power or authority to bind in any manner whatsoever, the County in any promise, agreement or representation, other than as specifically provided for in this Agreement.

This Agreement may not be deemed or construed to create any agency relationship, partnership, association or joint venture between County and the provider.

ARTICLE 11 **SEVERABILITY**

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, will be severable, and the remaining portions of this Agreement not having been declared void, unconstitutional, or invalid will remain in full force and effect.

ARTICLE 12 **ENTIRETY OF AGREEMENT**

This Agreement contains the entire understanding of the parties. There are no further agreements, written or oral, between the parties relating this subject. The Agreement may be amended only by an instrument of equal formality signed by each party.

ARTICLE 13 **APPLICABLE LAW**

This Agreement will be governed by the laws, rules, and regulations of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action will be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 14

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.