



PROJECT NO.: IW120115

OPEN DATE: JANUARY 26, 2012

AND TIME: 2:30 P.M.

PRE-BID DATE: NA

AND TIME:

LOCATION:

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.

REQUEST FOR QUOTATIONS

TITLE: REMOVAL OF INVASIVE EXOTIC TREES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: KATHY CICCARELLI, CPPB
PURCHASING AGENT
PHONE NO.: (239) 533- 5456
EMAIL:kciccarelli@leegov.com

GENERAL CONDITIONS

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.

Sealed Quotations will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation shall be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County quote forms completed and signed.
 - 2. A copy of the original quote forms for the Director.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **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 to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.

5. **WARRANTY/GUARANTEE** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **BIDDERS LIST MAINTENANCE**

A bidder should respond to “Request for Quotations” in order to be kept on the Bidder’s List. Failure to respond to three different “request for quotations” may result in the vendor being removed from the Bidder’s List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a “no bid” notice prior to the quote receipt deadline.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

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 contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor’s services.

9. **PUBLIC ENTITY CRIME**

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.

10. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters 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 is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

13. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

14. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote

made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote 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.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of 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.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor 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. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer;

recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

16. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

17. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

18. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

19. **TERMINATION**

Any agreement as a result of this quote 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.

The Procurement Management Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal 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 of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

20. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

21. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

22. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

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

DATE SUBMITTED: _____

VENDOR NAME: _____

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:

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The undersigned acknowledges
receipt of Addenda numbers:

TO BE STARTED WITHIN _____ 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 _____

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:

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: _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S. # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 5/3/11

LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
REMOVAL OF INVASIVE EXOTIC TREES

SCOPE

The intent of this quote is to provide Lee County with Vendors to remove invasive exotic trees on County Property with no monetary compensation as payment. Vendors may harvest all of the wood from the trees that they cut down as compensation. The majority of the trees that will be cut down will be exotic such as but not necessarily melaleuca, Australian pine trees etc.

TERM OF QUOTE

If awarded the term of this quote will remain on going until Parks and Recreation determines the service is no longer necessary.

BASIS OF AWARD

All vendors meeting the qualifications of this award will receive an award.

ADDITIONAL VENDORS

Since Parks and Recreation has a short dry season to remove these trees Qualified vendors may be added if needed at any time.

REMOVAL OF VENDORS

Since the dry season is so short a vendor may be terminated such as: If a vendor can't keep up with the work and finish in a reasonable time, can't start on time, starts the job but doesn't finish it, etc.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

SUBMITTALS

The following must be submitted with your bid package:

1. Affidavit Certification Immigration Laws
2. Insurance Certificate
3. Contract for Services

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Procurement Management
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

1. Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.***
 - a. 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. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee
 - b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or

\$1,000,000 combined single limit (CSL) of BI and PD

- c. 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 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

****The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.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."***

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"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.***

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida

general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

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.**

BIDDER 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 guarantees, 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.**

Lee County Contract No.:

CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 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 _____, hereinafter referred to as "Provider" whose business address is _____ whose telephone number is _____.

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.

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM

By: _____
County Attorney's Office

Name: _____

By: _____
Title:

STATE OF FLORIDA) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, an individual, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____ Notary Public

(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 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:

