



PROJECT NO.: RFQ140024

OPEN DATE: December 16, 2013

AND TIME: 2:30 P.M.

LOCATION: Lee County Procurement Management
1825 Hendry Street, 3rd Floor
Fort Myers, FL 33901

REQUEST FOR QUALIFICATIONS

TITLE:

NUISANCE VEGETATION AND DEBRIS REMOVAL
FROM CREEKS AND WATERWAYS IN LEE
COUNTY, FL

Advertised Date: November 15, 2013

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

PROCUREMENT CONTACT:

Robert Franceschini, C.P.M., CPPB
Procurement Director
PHONE NO.: (239) 533- 5450
EMAIL: rfranceschini@leegov.com

GENERAL CONDITIONS

Sealed Responses will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Qualifications”, and opened immediately thereafter by the Director or designee.

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

1. SUBMISSION OF QUALIFICATIONS STATEMENTS:

- a. Responses must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words “Request for Qualifications”
 2. Name of the firm submitting
 3. Title of the solicitation
 4. Solicitation number
 5. The envelope shall include:
 - i. One original hard copy of the qualifications submittal
 - ii. Six electronic CD ROM sets of the qualification submittal
 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and **do not lock files.**
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. **SOLCITATIONS RECEIVED LATE:** It is the vendor’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- c. **SOLICITATION CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- d. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- e. **WITHDRAWAL OF SOLICITATION:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.

- f. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- g. **EXECUTION OF SOLICITATION:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- h. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

2. **ACCEPTANCE**

The materials and/or services delivered under the bid **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. 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. **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 bid 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.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **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 bid.

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 bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

5. **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.

6. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders 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 bids where evidence submitted or investigation and evaluation indicates an inability of the vendor to perform.

7. **MISCELLANEOUS**

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

8. **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.

9. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any bid and a part of these specifications that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity.

10. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

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

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

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.

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

c) **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.

11. **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.

12. **DRUG FREE WORKPLACE**

Whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid 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.

13. **REQUIRED SUBMITTALS**

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

14. **TERMINATION**

Any agreement as a result of this bid 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 bid for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor 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 of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

15. **CONFIDENTIALITY**

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

16. **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.

17. **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.

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

The undersigned acknowledges receipt of Addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID 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).

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: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
NUISANCE VEGETATION AND DEBRIS REMOVAL FROM CREEKS AND WATERWAYS IN LEE
COUNTY, FL**

SCOPE

Lee County Board of County Commissioners is requesting Qualification Statements from interested contractors to perform cleanup and maintenance projects on an as-needed basis within creeks and waterways in Lee County.

It is understood that this Statement of Qualifications will be used by the County as the basis to qualify Vendors for further consideration.

This RFQ is issued by the County to provide potential Firms with information, guidelines and rules to prepare and submit a Statement of Qualifications. The submittal must satisfy all criteria established in this RFQ to qualify for evaluation

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.

All questions related to the qualification process and technical aspects shall be directed in writing, prior to December 2, 2013, to Bob Franceschini, Lee County Procurement Management. Questions will be answered in the form of an addendum and will be posted on Procurement Management's webpage.

QUALIFICATION AND SELECTION PROCESS

The County will receive Qualification Statements from potential Vendors in response to the Request for Qualifications included in this RFQ. Please see "Submittal Information" below for additional detail regarding the content of your Qualification Statement.

SELECTION PROCESS

The Qualifications Review Committee will short list the vendors, which in their opinion are most qualified for further consideration. After the Qualification and Short List Process, the County may, at its option, proceed to contract with the short listed vendors or hear interviews/presentations. If presentations are heard, Lee County will select vendors with which to enter into an agreement to provide Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL, which in the sole opinion of the County, would be in the best interest of Lee County.

QUALIFICATIONS

To qualify for consideration for selection as a qualified Vendor, the Vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for three years. The County reserves the right to renew this bid (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

VENDOR REQUIREMENTS

The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

AGREEMENTS/CONTRACTS

The awarded vendor 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.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

SCOPE OF SERVICES

Lee County is seeking to establish a pool of qualified contractors to perform cleanup and maintenance projects on an as-needed basis within creeks and waterways in Lee County. The scope of work for these projects will be developed individually and may include one or more of the following tasks:

- Removal (manual and mechanical) of nuisance vegetation from designated portions of creeks or waterways. Nuisance vegetation includes invasive species listed as Category I & II by the Florida Exotic Pest Plant Council (FLEPPC) as well as other native and non-native species as determined by the County Project Manager for each individual project. Removal may include herbicidal treatment by or under the supervision of an applicator with the appropriate State of Florida certification.
- Removal of vegetative and non-vegetative debris if determined to be an impediment to flow, have an adverse impact on water quality, or be a hazard to navigation.
- Planting of native vegetation as needed to restore site conditions or comply with permit requirements.
- Minor grading or excavation.
- Other incidental tasks determined by the County Project Manager to be necessary to complete project.

The following general conditions will apply for all projects conducted under this contract unless modified by the County Project Manager.

1. The Contractor shall be solely responsible for determining the type and amount of equipment and labor necessary to complete the work in accordance with the scope of work and within the time limits established by the County Project Manager.
2. The Contractor shall be solely responsible for examining the area(s) identified on maps provided by the County Project Manager to arrive at an accurate cost determination for the work involved during the time period of the year for which the work will occur.
3. The Contractor shall be responsible for providing adequate notice (at least 24 hours) to the County Project Manager prior to beginning any works.
4. The Contractor shall be responsible for the proper disposal of all debris or vegetation collected or generated at the work site including trash items such as bottles, cans, etc. Non-vegetative debris must be disposed of at a Florida Department of Environmental Protection permitted facility. The contractor will be required to submit a vegetation disposal estimate form at invoicing.
5. The Contractor shall exercise care to avoid damage to adjacent wetland and native plants or to public or private improvements including lawns, roadways, structures, utilities, sprinklers, septic systems, and fencing. Repair, replacement, or restitution for any such damage shall be the sole responsibility of the Contractor.

6. The Contractor shall implement Best Management Practices (BMP's) for erosion and turbidity control to prevent violations of state water quality and impacts to wetlands and surface waters. The Contractor shall maintain water quality as needed during the course of the project to include but not be limited to, the use of turbidity barriers and silt screens. In the event that the work causes a violation of the turbidity or water quality standards in Rule 62-302, F.A.C., the contractor shall cease all work contributing to the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices. The Contractor should notify the County project manager of the violation within eight hours.
7. The Contractor shall be required to submit a site specific prescription for any works involving the use of herbicides. All herbicides shall be approved for use by the E.P.A. and shall be applied per the manufacturer's instructions on the label by or under the supervision of an applicator that has been certified by the Florida Dept.of Agricultural and Consumer Services to include a category certification in either Aquatic Pest Control or Natural Areas Weeds Management. The Contractor shall adhere to all Federal, State and local regulations governing the application, transportation, storage, use, and disposal of products used in the performance of this contract.

EVALUATION CRITERIA

QUALIFICATION REQUIREMENTS:

To be considered for selection as a qualified contractor, the contractor must provide a Statement of Qualifications that provides documentation that the company can meet the following minimum requirements. Only the firms achieving a minimum of 50 points will be invited to participate in an interview/presentation after submission of responses. The County reserves the right to invite firms scoring less than 50 points for a interview/presentation should the committee feel it necessary to do so.

EXPERIENCE – (Up to 50 points)

- a) Contractor shall have a minimum of three (3) years related experience. Contractor shall describe at least three projects completed in the Lee/Charlotte/Collier County area. The description shall include specific tasks performed, equipment used, time frame, and project cost.
- b) Contractor shall provide either the Project Manager contact information for each of the above projects with name, title, phone numbers, and e-mail addresses OR a Letter of Recommendation from that contact.

PERSONNEL & EQUIPMENT - (Up to 40 points)

- a) Provide a brief company history and include number of personnel, table of organization, and scope of operations.
- b) Provide a list with the names, credentials and contact information for all employees proposed to perform work under this contract and identify the following:
 - i. The name of the person or persons to act as the Primary contact for the company.

- ii. The name of at least one person certified as a herbicide applicator (in either the Aquatic or Natural Areas Categories) by the Florida Department of Agricultural and Consumer Services. A copy of the Applicator License must be included.
 - iii. The name of at least one person shown to be knowledgeable in identifying native vegetation as well as Category I & II invasive plants as designated by FLEPPC.
 - iv. The name of at least one person certified as a Florida Department of Environmental Protection Stormwater Erosion & Sediment Control Inspector. A copy of that certification must be included.
- c) Provide a statement demonstrating the company is capable of providing all the necessary equipment and material for execution of tasks assigned under this contract including an inventory of company owned equipment.

INSURANCE/FINANCIAL QUALIFICATIONS - (Up to 10 points)

- a) Insurance Requirements – Before final execution of the Agreement and until acceptance of the Work by the Owner, the Firm shall procure and maintain insurance of the types and of the limits specified below.

An Insurance Certificate shall be required from the Firm. Such form must be properly executed and submitted by an authorized representative of the insurance company and Firm. The certificate should include producers phone number and reference the name of the project.

Certificate of Insurance. Lee County Board of County Commissioners, its officers and employees, is to be specifically included as an Additional Insured on the General Liability and Maritime coverage.

It shall be the responsibility of the Firm to ensure that all subcontractors carry General Liability Insurance, Automobile Liability and Workers' Compensation in compliance with statutory limits.

The Certificate of Insurance must contain the following Limits:

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

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)

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

Maritime: - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to: Maintenance & Cure; Unseaworthiness; Wrongful Death; Jones Act; Death on the High Seas Act; Longshore and Harbor Workers' Act; Protection and Indemnity.

- b) Maritime Liability: Projects that are marine based (working from floating vessels) will be required to provide Longshoreman's & Harbor Workers Maritime Insurance endorsements on a per project basis. The Scope of Work provided by the County Project Manager for that project will designate when that requirement is effective. Contractor must check one of the following:
- I understand that marine based projects will require Maritime Insurance on a case by case basis and am willing to perform those projects. A certificate of insurance for the specific project will be provided prior to initiation of the work for that project.
- I understand that marine based projects will require Maritime Insurance on a case by case basis but do not want to be considered for those
- c) Contractor shall demonstrate proof, **in the form of a letter from your Surety Company**, of the ability to obtain a Public Payment and Performance Bond in a minimum amount of **\$200,000.00**. In addition, the Contractor shall provide the following information with respect to their bonding: company or surety name, contact person, address, telephone number and bonding capability, or a clean Irrevocable Letter of Credit. Contractor must check one of the following:
- I have the required Public Performance Payment Bond to perform projects over \$200,000.00.
- I do **not** have bonding capability at this time. Therefore my firm is submitting qualification statements for projects under \$200,000.00 only.
- Attached is a letter from our Surety Company providing proof.
- d) Provide copy of most recent Financial Disclosure, if its work required such filing under the Florida Statutes.

SUBMITTAL INFORMATION

Company Information –

Firm Name
Contact Person
Responsible Office
Telephone Number
Fax Number
E-Mail Address

Executive Summary –

The Executive Summary should not exceed two (2) pages. The Executive Summary should include a brief description of your understanding of the role and key responsibilities of the Vendor in Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL.

INSERT INSURANCE GUIDE

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 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.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:
ADDRESS
 Lee County Procurement Mgmt.
 1825 Hendry St 3rd Floor
 Ft. Myers, FL 33901
- _____ 18. The mailing envelope **MUST** be sealed and marked with:
 Solicitation Number
 Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**