

Agenda Item Summary

- 1. **ACTION REQUESTED/PURPOSE:** Approve a change order for a not-to-exceed amount of \$180,000 for Informal Quotation No. IW070003, Iguana Eradication on Gasparilla Island, for Public Resources (MSTU) to the awarded vendor, The Trapper Wildlife Services, per the unit pricing on the attached Lee County Tabulation Sheet. The change order will bring the total value of the contract to \$240,000 over the two year term (\$60,000 originally awarded plus \$180,000 via change order).
- 2. **FUNDING SOURCE:** MSTU Fund: 10215, Gasparilla Island Special Improvement Unit through increase in property assessments starting in FY07-08.
- 3. **WHAT ACTION ACCOMPLISHES:** Allows for the continuation of the iguana eradication program per the direction of the Island Advisory Committee.
- 4. **MANAGEMENT RECOMMENDATION:** Approve.

<b>5. Departmental Category:</b> <span style="font-size: 1.5em; font-family: cursive;">C6E</span>		<b>6. Meeting Date:</b> <span style="font-size: 1.5em; font-family: cursive;">04-17-07</span>
<b>7. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>8. Requirement/Purpose: (specify)</b> Statute _____ Ordinance _____ <input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u> Other _____	<b>9. Request Initiated:</b> Commissioner _____ Department _____ Division <u>Public Resources</u> By: <u>Libby Walker, Director</u>

**10. Background:** On November 29, 2006, Informal Quote No. IW070003 was awarded to the The Trapper Wildlife Services for the eradication of iguanas on Gasparilla Island. As a new program, only \$60,000 was initially budgeted in order to evaluate its success once it was implemented. With four months completed, the Advisory Committee is pleased with the results and is recommending increasing the budget by \$180,000 to continue the contract through its full term.

Funds are available: GD5411710215.503490 Other Professional Services  
(An interfund loan may be necessary from MSTBU Restricted Fund to cover some expenses until Nov or Dec '07).

- Please see attachments:
- (1) Division Request for a Change Order
  - (2) Advisory Board Minutes & Budget Worksheet
  - (3) IW070003 Tabulation Sheet
  - (4) IW070003 Specifications
  - (5) The Trapper Wildlife Services' Quotation

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst 4/5/07	Risk 4/5/07	Grants 4/5/07	Mgr. 4/5/07	

- 12. Commission Action:**
- Approved
  - Deferred
  - Denied
  - Other

RECEIVED BY  
COUNTY ADMIN:

COPY

COUNTY ADMIN  
FORWARDED TO:

4:30pm

Rec. by CoAtty  
Date: 4/3/07  
Time: 4:00pm  
Forwarded To:  
4/4/07  
2:15pm

**Franceschini, Robert D.**

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**From:** Walker, Elizabeth K.  
**Sent:** Thursday, March 29, 2007 11:42 AM  
**To:** Franceschini, Robert D.  
**Cc:** Sheehan, Janet K.  
**Subject:** Change Order  
**Attachments:** 3-21-07.pdf

Please prepare a Blue Sheet for Board approval increasing by \$180,000 the amount of the PO for Trapper Wildlife Services for a total of \$240,000. The current amount of \$60,000 is expected to be spent by mid June. The Advisory Committee has approved and is recommending to the Board for next year's budget \$180,000 to continue with the services in the eradication program. I am attaching the minutes from the meeting with the budget worksheet (pages 1-3.).

Funding will be available from the MSTU Fund: 10215, Gasparilla Island Special Improvement Unit. Account String GD5411710215.503490 Other Professional Services.

Thank you.  
*Libby Walker, Director*  
Public Resources  
(239) 335-2269  
walkerl@leegov.com

# ATTACHMENT #2

*Amended*

IGUANA ADVISORY BOARD MEETING  
BOCA GRANDE COMMUNITY CENTER  
MARCH 21, 2007 AT 1: 30 P.M.

Meeting was called to order at 1: 35 p.m.

Present were: Bonnie McGee  
John Bourgoin  
Beverly Furtado  
Ron Gutman

Representing Lee County  
Libby Walker  
Gail Oreo

Absent: Peter Sholley

Chairman, Bonnie McGee introduced the Board Members to the audience.

Libby Walker explained the budget in detail. The iguana trapper George Cera has received \$8,740 for 437 carcasses. Mr Cera works a sixty hour work week. Money allotted for the trapper may be spent by the end of May.

Trapper George Cera explained to audience his job. His priority is to catch females then the males. We need to educate the tourist. Stop the iguana shooting which is causing the animal to be spooked. If afraid of people they will hide and make it harder to be caught. Only gopher turtles he sees are adults. This could be a sign that the iguanas are eating the young or eggs.

Animals have no predators here, we save native animals by ridding island of iguanas.

Ron Gutman asked if there was a written policy about shooting iguanas. Need the local paper to inform the public and brochures. Keep your property clean of fruit.

Contact Scott, State Park to help with the eradicating the iguanas on State Property. Possible grants from Fish and Wild Life as well. We would need justification and measure, a scientific study. It would take too long.

If money is depleted our only recourse was to receive a up front loan which would be paid back and added to this year's budget. We added more to this year's budget as well. It was voted to raise the milage to .1228. That would be \$122. per million. If not used it could be held in escrow or lowered before next trim notice before August 1, 2007.

Page 2 - IQUANA ADVISORY BOARD MEETING

Bonnie McGee made the motion to accept the new budget and seconded by John Bourgoin. It was approved by the four members present.


Ron Gutman suggested that Lee County help in the eradicating iguanas. It's not a Gasparilla Island problem as once thought. It is a Southwest Florida problem. It was suggested that one of the Board members meet with district Commissioner, Bob Janes. Libby said she would like to be at that meeting.

People would like to have a way to contact Trapper Cera. It was suggested a box at the Community Center where people could drop a note rather than phone.

Ron adjourned the meeting and seconded by Bonnie.

Meeting adjourned at 3:15 p.m.

  
Bonnie McGee, Chairwoman

  
Beverly Furtado, Secretary

**BUDGET WORKSHEET**

MILLAGE CAP: N/A  
 FUND NO.: 10215  
 FISCAL YEAR 2007/2008

**GASPARILLA ISLAND STREETLIGHTING DISTRICT**

FISCAL YEAR	TAXABLE VALUE		FINAL MILLAGE	DATE ENTERED
	@ 100%	@ 95%		
1992		0		07-91
1993	421,481,620	400,407,539	0.0240	07-92
1994	439,582,320	417,803,204	0.0000	09-93
1995	431,862,470	410,079,347	0.0000	07-94
1996	445,085,625	422,831,344		07-95
1997	445,085,625	422,831,344		05-96
1998	507,351,950	481,984,353	0.0057	05-97
1999	559,590,180	531,810,852	0.0090	05-98
2000	677,947,180	644,049,821	0.0000	05-99
2001	847,371,700	805,003,115	0.0079	07-00
2002	1,090,203,810	1,035,693,620	0.0000	07-01
2003	1,355,889,000	1,287,885,550	0.0044	07-02
2004	1,368,690,370	1,298,355,852	0.0000	05-03
2005	1,345,302,000	1,278,036,900	0.0012	05-04
2006	1,384,917,000	1,315,671,150	0.0018	07-05
2007	1,576,832,120	1,497,990,514	0.0482	06-06
2008	1,576,832,120	1,497,990,514	0.1228	03-07

	1	2	3	4
	FY 2006/2007 Budget	Total to Date 3/20/07	TTL for Year	FY 2007/2008 Final Budget

Account Description	Account Number	1	2	3	4
Advaiorem Taxes	GD5411710215.311100.9000	68,158	62,609	68,158	183,923
Interest on Investments	GC5000010215.381100.9000	3	527	550	3
Interest Earnings-TC	GD5411710215.381120.9003	2	145	150	2
Cash Carry Over	GC5000010215.421000.9000	0	3,840	3,840	5,628
Interfund Loan				60,000	
<b>TOTAL REVENUE</b>		<b>68,163</b>	<b>67,121</b>	<b>132,698</b>	<b>189,556</b>
Tax Collector Financial S	CB5131510215.503131	1,363	1,223	1,363	3,678
Property Appraisals	CE5131410215.503150	50	8	32	25
Electric	GD5411710215.504310	5,000	1,206	3,200	3,702
Advertising	GD5411710215.504120	0	325	325	0
Other Contracted Services	GD5411710215.503490	58,175	8,740	120,000	180,000
Administrative Chgs-MSTBU	GD5411710215.504963	2,075	519	2,075	2,075
Minor Equipment	GD5411710215.505280	0	75	75	75
Reserve	GC5890110215.509910	1,500	0	0	0
<b>TOTAL EXPENDITURES</b>		<b>68,163</b>	<b>12,096</b>	<b>127,070</b>	<b>189,556</b>

**ADVISORY COMMITTEE APPROVALS:**

We have reviewed and recommend the above discretionary budgeted dollars.

*Ernie M. Lee*      2/21/07  
 Signature / Chairman      DATE

*Brendy M. Kunkel*  
 Attest - Another Committee Member

*Scott L. Johnson*  
 Attest - Another Committee Member

Attest - Another Committee Member

Attest - Another Committee Member

ATTACHMENT #3

INFORMAL QUOTATION #1W070003		BUYER: BOB FRANCESCHINI	
OPENING DATE: NOVEMBER 16, 2006		FOR	
LEE COUNTY, FLORIDA TABULATION SHEET		LARGE SCALE ERADICATION PROGRAM FOR BLACK SPINY IGUANAS	
<b>VENDORS</b>		Trapper	Animal
		Whitfe	Cracker
		Services	Trapping
			Florida
			Enterprise of
			B & S
Total Cost per Iguana		\$ 20.00	\$ 50.00
Addendum Acknowledged		YES	YES
Started within calendar days		IMMEDIATE	45
Modifications		NO	NO
Quotation Signed		YES	YES
Meets Specifications		YES	YES
Occupational License Number		N/A	608025
NOTE: A QUOTE WAS ALSO RECEIVED FROM CRITTER CONTROL OF FT. MYERS; HOWEVER, THEY WERE NOT QUALIFIED TO PROCEED TO ENVELOPE #2.			
<b>NO BIDS</b>			
NATIVE TECHNOLOGIES			
POSTING TIME/DATE			
FROM: /			
UNTIL: /			
BY:			

PROJECT NO.: IW070003

**PRE-BID CONFERENCE INFO:**

OCTOBER 31, 2006 @ 2:30 P.M.  
BOCA GRANDE COMMUNITY CENTER  
(WOMEN'S ROOM)  
131 FIRST STREET WEST  
BOCA GRANDE, FL 33921

**QUOTE RECEIVING INFO:**

NOVEMBER 15, 2006 BY 2:30 P.M.  
LEE COUNTY PURCHASING  
1825 HENDRY STREET, 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

**QUOTE OPENING INFO:**

NOVEMBER 16, 2006 @ 2:30 P.M.  
BOCA GRANDE COMMUNITY CENTER  
(WOMEN'S ROOM)  
131 FIRST STREET WEST  
BOCA GRANDE, FL 33921



**LEE COUNTY**  
SOUTHWEST FLORIDA

**REQUEST FOR  
QUOTATIONS**

**TITLE:**

**LARGE SCALE ERADICATION PROGRAM FOR  
BLACK SPINY IGUANAS (CTENOSAURA  
SIMILIS) ON GASPARILLA ISLAND**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

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

**PHYSICAL ADDRESS**  
1825 HENDRY ST 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB  
PHONE NO.: (239) 344-5450



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: \_\_\_\_\_

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

**November 2, 2006**

Ray Judah  
District Three

**Quotation No.: IW070003**

Tammy Hall  
District Four

John E. Alblon  
District Five

Donald D. Stillwell  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
LARGE SCALE ERADICATION PROGRAM FOR BLACK SPINY IGUANAS  
(CTENOSAURA SIMILIS) ON GASPARILLA ISLAND**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE  
PROPOSAL QUOTE FORM (PAGE 10 OF THE QUOTE PACKAGE).**

The original specifications and other contract documents are amended as noted below:

A non-mandatory pre-bid conference for the above referenced quotation was held on October 31, 2006. As a result of this conference, the following revisions, changes and clarifications have been made to the specifications:

Page 2/Item 1.e.

The second sentence of the paragraph has been changed to: "Any quote received after the receiving date listed on the cover sheet of this solicitation will be promptly returned to the quoter unopened."

Page 15/Paragraph 7

The following language is added to this paragraph: "Iguana counts will be verified at least 3 times a week during normal business hours. It is anticipated that a weekend day for counts may be added in the future. The exact location where counts will occur will be determined after award. A receipt for the counts will be created and provided by Lee County Animal Services. A methodology (i.e., spray painting, clipping, etc.) for marking captured iguanas so they are counted only once will be determined and agreed upon by the County and the awarded vendor(s) following award."

Page 16/1.0 Licensing

Clarification: The type of Florida State Trapping License required is the "Nuisance Wildlife Permit".



Addendum #1  
Page 2 of 2

Miscellaneous Information

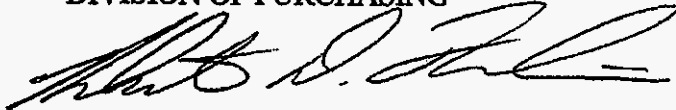
\*The County will not be providing a staging area for the awarded vendor(s).

\*All bridge tolls on to the island will be the responsibility of the awarded vendor(s); the County will not lift, suspend or pay for any tolls.

\*A clutch of newly born hatchlings shall be counted as one adult at the 100% rate provided at least ten hatchlings are recovered.

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-344-5450.

DIVISION OF PURCHASING



Robert D. Franceschini, C.P.M., CPPB  
Purchasing Agent

cc: Libby Walker/Public Resources  
Gail Orio/Public Resources  
Scott Trebatoski/Animal Services

**GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing 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 Purchasing at (239) 344-5450.

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 triplicate as follows:
  - 1. The original consisting of the Lee County quotes forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
  
- 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 Purchasing 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 Purchasing 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 equality. However, if a product other than that specified is quote, 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 require only a specific product 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.

- a. Occupational License – 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 license required for the sale of this product and/or service and upon the request of the County 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 one original invoice and one invoice copy 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 request of 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**

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

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 A LARGE SCALE ERADICATION PROGRAM  
FOR BLACK SPINY IGUANAS (CTENOSAURA SIMILIS)  
ON GASPARILLA ISLAND**

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:

The undersigned acknowledges receipt of Addenda numbers:

\_\_\_\_\_

**TOTAL COST PER IGUANA (12" OR LONGER IN LENGTH):**

\$ \_\_\_\_\_

NOTE: THE COUNTY WILL PAY 75% OF THE VENDOR'S QUOTED COST PER IGUANA FOR THOSE LESS THAN 12" IN LENGTH.

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.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REVISED: 7/28/00

**INTRODUCTION**

**OVERVIEW**

The Lee County Board of County Commissioners is accepting quotations from companies interested in providing large scale trapping and eradication of Black Spiney Iguanas on Gasparilla Island.

**TWO ENVELOPE QUOTE OPENING PROCESS**

Please submit two (2) separate envelopes before the deadline given on the cover of this solicitation marked as follows:

**\*ENVELOPE #1 – QUALIFICATIONS:**

This envelope should include the “Detailed Specifications” section of this package – pages 14 thru 20; with requested information and submittals included as directed. Listed criteria will be judged on a pass/fail basis. A “Pass” must be obtained for all criteria in order to have pricing revealed and considered.

**\*ENVELOPE #2 – PRICING:**

This envelope should include the “Proposal Quote Form” section of this package – pages 10 thru 12; with requested information included as directed.

All sealed quote packages MUST be received by Lee County Purchasing no later than 2:30 p.m. on November 15, 2006. Packages received will be held – unopened – by Lee County Purchasing until November 16, 2006 – when all of the Envelope #1’s which were submitted will be opened and evaluated by the Gasparilla Special Improvement Advisory Committee – acting as the voting member selection committee - at their meeting which will be held at the Boca Grande Community Center (Women’s Room), 131 First Street West, Boca Grande, FL 33921 at 2:30 p.m. Only those vendors who are deemed by the selection committee to be qualified via their information submitted in Envelope #1 will proceed to have their pricing revealed with the opening of Envelope #2. The low quoter of those opened will receive the award (see Basis of Award).

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
A LARGE SCALE ERADICATION PROGRAM  
FOR BLACK SPINY IGUANAS (CTENOSAURA SIMILIS)  
ON GASPARILLA ISLAND**

SCOPE

The Lee County Board of County Commissioners (BOCC) desires to obtain services for a large scale trapping and eradication of the Black Spiny Iguanas on Gasparilla Island (Lee County only).

The County seeks to have a mass, immediate reduction in the number of Black Spiny Iguanas.

The aim of the project is to benefit all of the Gasparilla Island property owners. There shall be no influence or direction by individual property owners upon the selected Vendor.

Trapping will be done on private property and property owned by the County ONLY. No trapping will be allowed on State-owned property without approval and a special permit from the Florida Wildlife Conservation Commission.

**The Quote should include a copy of the form to be used to obtain access to private property.**

Should the awarded vendor provide trapping services for island property owners outside of this quote; it will be the vendor's responsibility to segregate those iguanas trapped under work done outside of the quote from those trapped under the quote. Any attempts to obtain payment for iguanas trapped outside of this quote shall be grounds for immediate termination of the vendor's award under this quote.

After trapping, the Black Spiny Iguanas must be euthanized on the Island. **NO LIVE IGUANAS SHALL BE PERMITTED TO LEAVE GASPARILLA ISLAND.**

The Quote must include specific details regarding recommended trapping method, euthanasia and disposal methods. The trapping method details should also include: number of traps; number of trap checks; anticipated days per week on project. The County reserves the right to determine which methods are in the best interest of the County.

The plan must be well-defined and absolutely minimize any danger to humans or non-target species.

Whichever, method is chosen, it must be conducted with adequate safety precautions to protect the operator and the public, and the quickest and most painless available to the Black Spiny Iguanas.

**NOTE: LEE COUNTY ANIMAL SERVICES SHALL BE THE FINAL AUTHORITY REGARDING ANY AND ALL QUESTIONS AND ISSUES RELATED TO THE LEGALITY OF METHOD; HUMANE TREATMENT OF CAPTURE/EUTHANASIA, ETC. UNDER THIS QUOTATION.**

The Vendor shall exercise care to avoid damage to public or private properties. Repair, replacement or restitution for any such damage shall be the sole responsibility of the Vendor.

The County reserves the right to approve the disposal method and location.

The County reserves the right to determine if sufficient progress is being made in reduction of the population.

It has been estimated that there are in excess of 10,000 Black Spiny Iguanas on the Lee County portion of Gasparilla Island. This species has been determined to be an invasive, exotic predator which is exempt from protection under the Wildlife Protection Act. The Board requests quotes from qualified applicants for a recommended program to provide a drastic, verifiable reduction in the Black Spiny population.

All counts **must** be verified prior to payment of Vendor. Counts will be verified by a Lee County Parks & Recreation employee at a mutually agreeable date and time.

The vendor shall be responsible for examining the area to arrive at an accurate determination of the work involved and the appropriate methods to complete the described scope.

The vendor shall be responsible for determining and providing the type and amount of equipment and labor necessary to complete the drastic reduction in numbers.

#### BASIS OF AWARD

The basis of award for this quote will be the low quoter meeting specifications.

NOTE: The Advisory Committee may choose to award to a primary and secondary vendor; or to multiple vendors; at its sole discretion, at the low quote rate.

#### TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote has the option of being renewed for one additional one year period, upon mutual agreement of both parties, under the same terms and conditions.



VENDOR QUALIFICATIONS

To qualify for consideration as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. The minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

**NOTE: IN ORDER TO QUALIFY TO PROCEED AND HAVE ENVELOPE #2 OPENED AND HAVE THEIR PRICING CONSIDERED; A "PASS" MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE "SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS".**

REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:

1.0 LICENSING

As a minimum, the vendor shall hold or obtain the following licenses:

\*Lee County Occupational License

\*Florida State Trapping License

Please submit copies of both licenses (if available) with your quote in Envelope #1.

Note: The Trapping License must be in the vendor's possession at the time of quote submission. The Occupational License may be obtained within 10 calendar days after it is requested by the County. A vendor will not be permitted to begin work without proof of both licenses.

2.0 ERADICATION PLAN

In the space provided below, please detail your eradication plan which complies with all State and Local laws and regulations. Your explanation should include specific details regarding recommended trapping method, euthanasia and disposal methods. The trapping method details should include at a minimum: number of traps; number of trap checks; anticipated days per week on project. The Selection Committee reserves the right to determine which methods are in its best interest. (Please attach additional sheets if necessary to fully explain your plan.)

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3.0 FINANCIAL QUALIFICATIONS (MINIMUM)

Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under the RFQ.

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 Purchasing  
P.O. Box 398  
Fort Myers, FL 33902-0398

Requirement #3:

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

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:

\$100,000 per accident  
\$500,000 disease limit  
\$100,000 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:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 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:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD

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.***

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

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.

SAMPLE A

EVALUATION SHEETS FOR  
REQUEST FOR QUALIFICATIONS

\*\*\*\*\*

Project Name: Large Scale Eradication Program for Black Spiny Iguanas on Gasparilla Island

Informal Quote No.: IW070003

Committee Evaluation Date/Time: \_\_\_\_\_

\*\*\*\*\*

1.0. LICENSING

Did the vendor provide proof of and/or the willingness to obtain all licenses as required under this quotation?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

2.0 ERADICATION PLAN

Did the vendor adequately, and in sufficient detail, lay out an eradication plan that is acceptable to the County and meets all applicable State and Local laws and regulations?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

3.0 FINANCIAL QUALIFICATIONS

Were current Certificates of Insurance or letter from insurance company evidencing the proposer's ability to obtain insurance provided and acceptable?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

LEE COUNTY PURCHASING - 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.
- N/A  3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- N/A  5. Three (3) 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.
- N/A  9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- N/A  10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

<b>MAILING ADDRESS</b>	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing	Lee County Purchasing
P.O. Box 398	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:  
Quote Number \_\_\_\_\_  
Opening Date and/or Receiving Date \_\_\_\_\_

13. The quote will be mailed or delivered in time to be received by Lee County Purchasing no later than the specified receiving date of November 15, 2006 at 2:30 p.m. (Otherwise quote cannot be considered or accepted.)

14. 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:  
\_\_\_\_\_  
\_\_\_\_\_

INFORMAL QUOTE NO.: IW070003

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR A LARGE SCALE ERADICATION PROGRAM  
FOR BLACK SPINY IGUANAS (CTENOSAURA SIMILIS)  
ON GASPARILLA ISLAND

DATE SUBMITTED: 11-1-06

VENDOR NAME: GEORGE CERA  
DBA THE TRAPPER WILDLIFE SERVICES

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:

The undersigned acknowledges receipt of Addenda numbers: # 1 GMC

TOTAL COST PER IGUANA (12" OR LONGER IN LENGTH):  
\$ 20.00

NOTE: THE COUNTY WILL PAY 75% OF THE VENDOR'S QUOTED COST PER IGUANA FOR THOSE LESS THAN 12" IN LENGTH.

TO BE STARTED WITHIN I IMMEDIATELY  
DEPENDENT ON WEATHER 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.

THE TRAPPER WILDLIFE SERVICES  
6840 JARVIS RD  
SARASOTA FL 34241  
PHONE #941-306-7747

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: The Trapper Wildlife Service

BY (Printed): GEORGE CERA

BY (Signature): George Cera

TITLE: OWNER / OP

FEDERAL ID # OR S.S.# 281-82-1050

ADDRESS: 6840 JARVIS RD  
SARASOTA FL 34241

PHONE NO.: 941-306-7747

FAX NO.: 941-822-0402

CELLULAR PHONE/PAGER NO.: SAME

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: GRGCEA@AOL.COM

REVISED: 7/28/00



**Nuisance Wildlife Trapper Permit**  
FLO A FISH AND WILDLIFE CONSERVATION COMMISSION  
Office of Licensing and Permitting  
2590 Executive Center Circle  
Suite 200  
Tallahassee, FL 32301  
(850) 488-3641

The Trapper Wild Life Services  
George Cera  
6840 Jarvis rd  
Sarasota, FL 34241

Permit #: NWT-1694  
Expiration Date: 05/02/2007  
Issue Date: 05/02/2006  
Phone: (941) 306-7747  
FL DL/ID: C600-313-68-211-0

Permittee Signature George M Cera Date 5/2/2006

Not valid unless signed. By signature, permittee confirms that all information provided to issue this permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges, and will result in revocation of this permit.

Pursuant to rules 68A-12.009 and 68A-24.002 in the Florida Administrative Code (F.A.C.), this permit authorizes the above named permittee and named assistants to take and transport certain nuisance or destructive wildlife in Florida on property owned by other persons at the request of and on behalf of the property owner or the property owner's designee. The permit and assistants must adhere to the following conditions and provisions.

1. Nuisance or destructive wildlife may be hand-caught, live-trapped, snared, or shot as necessary. The permittee is not authorized to use poisons, steel traps, or gun and light at night unless otherwise and specifically authorized to do so.
2. This permit does not authorize the permittee to discharge a firearm within a municipality or residential area or contrary to applicable law.
3. The permittee must consult with and follow any rabies control protocols issued by the County Health Department or County Animal Services for the county that they are operating in.
4. This permit does not authorize the release of raccoons (*Procyon lotor*), opossums (*Didelphis virginiana*), or fox (*Urocyon cinereoargenteus* and *Vulpes vulpes*) into the wild off the property where they are captured except with the written concurrence of the receiving property owner.
5. The permittee may not release back into the wild any non-native species of wildlife captured. Native and many non-native species are described in A Checklist of Florida's Amphibians and Reptiles, Checklist of Florida's Birds, and A Checklist of Florida's Mammals that may be ordered at MyFWC.com/pubs Popular Publications.
6. The permittee must employ humane methods when taking or transporting nuisance wildlife, as defined in Chapter 828.12 and 828.13 Florida Statutes, and 68A-F.A.C.
7. This permit does not authorize access to any public or private properties in instances where written or verbal permission for access is required, such permission must be secured from the appropriate landowners or public agencies in advance of undertaking any work on those controlled properties.
8. This permit does not authorize the taking of: (1) migratory birds (i.e. birds listed at Title 50, part 10.13, Code of Federal Regulations) other than blackbirds (*Agelaius* spp., *Euphagus* spp.), grackles (*Quiscalus* spp.) cowbirds (*Molothrus* spp.), or crows (*Corvus* spp.); (2) migratory bird

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
A LARGE SCALE ERADICATION PROGRAM  
FOR BLACK SPINY IGUANAS (CTENOSAURA SIMILIS)  
ON GASPARILLA ISLAND**

SCOPE

The Lee County Board of County Commissioners (BOCC) desires to obtain services for a large scale trapping and eradication of the Black Spiny Iguanas on Gasparilla Island (Lee County only).

The County seeks to have a mass, immediate reduction in the number of Black Spiny Iguanas.

The aim of the project is to benefit all of the Gasparilla Island property owners. There shall be no influence or direction by individual property owners upon the selected Vendor.

Trapping will be done on private property and property owned by the County ONLY. No trapping will be allowed on State-owned property without approval and a special permit from the Florida Wildlife Conservation Commission.

The Quote should include a copy of the form to be used to obtain access to private property.

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#### BASIS OF AWARD

The basis of award for this quote will be the low quoter meeting specifications.

NOTE: The Advisory Committee may choose to award to a primary and secondary vendor; or to multiple vendors; at its sole discretion, at the low quote rate.

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To qualify for consideration as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. The minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

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REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:

**1.0 LICENSING**

As a minimum, the vendor shall hold or obtain the following licenses:

\*Lee County Occupational License

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Please submit copies of both licenses (if available) with your quote in Envelope #1.

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**Nuisance Wildlife Trapper Permit**  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
**Office of Licensing and Permitting**  
2590 Executive Center Circle  
Suite 200  
Tallahassee, FL 32301  
(850) 488-3641

The Trapper Wild Life Services  
George Cera  
6840 Jarvis rd  
Sarasota, FL 34241

Permit #: NWT-1694  
Expiration Date: 05/02/2007  
Issue Date: 05/02/2006  
Phone: (941) 306-7747  
FL DL/ID: C600-313-68-211-0

Permittee Signature George M. Cera Date 5/2/2006  
Not valid unless signed. By signature, permittee confirms that all information provided to issue this permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges, and will result in revocation of this permit.

Pursuant to rules 68A-12.009 and 68A-24.002 in the Florida Administrative Code (F.A.C.), this permit authorizes the above named permittee and named assistants to take and transport certain nuisance or destructive wildlife in Florida on property owned by other persons at the request of and on behalf of the property owner or the property owner's designee. The permit and assistants must adhere to the following conditions and provisions.

1. Nuisance or destructive wildlife may be hand-caught, live-trapped, snared, or shot as necessary. The permittee is not authorized to use poisons, steel traps, or gun and light at night unless otherwise and specifically authorized to do so.
2. This permit does not authorize the permittee to discharge a firearm within a municipality or residential area or contrary to applicable law.
3. The permittee must consult with and follow any rabies control protocols issued by the County Health Department or County Animal Services for the county that they are operating in.
4. This permit does not authorize the release of raccoons (*Procyon lotor*), opossums (*Didelphis virginiana*), or fox (*Urocyon cinereoargenteus* and *Vulpes vulpes*) into the wild off the property where they are captured except with the written concurrence of the receiving property owner.
5. The permittee may not release back into the wild any non-native species of wildlife captured. Native and many non-native species are described in A Checklist of Florida's Amphibians and Reptiles, Checklist of Florida's Birds, and A Checklist of Florida's Mammals that may be ordered at [MyFWC.com/pubs](http://MyFWC.com/pubs) Popular Publications.
6. The permittee must employ humane methods when taking or transporting nuisance wildlife, as defined in Chapter 828.12 and 828.13 Florida Statutes, and 68A-F.A.C.
7. This permit does not authorize access to any public or private properties in instances where written or verbal permission for access is required, such permission must be secured from the appropriate landowners or public agencies in advance of undertaking any work on those controlled properties.
8. This permit does not authorize the taking of: (1) migratory birds (i.e. birds listed at Title 50, part 10.13, Code of Federal Regulations) other than blackbirds (*Agelaius* spp., *Euphagus* spp.), grackles (*Quiscalus* spp.) cowbirds (*Molothrus* spp.), or crows (*Corvus* spp.); (2) migratory bird

2.0 ERADICATION PLAN

In the space provided below, please detail your eradication plan which complies with all State and Local laws and regulations. Your explanation should include specific details regarding recommended trapping method, euthanasia and disposal methods. The trapping method details should include at a minimum: number of traps; number of trap checks; anticipated days per week on project. The Selection Committee reserves the right to determine which methods are in its best interest. (Please attach additional sheets if necessary to fully explain your plan.)

See ATTACH'd



**Lee county, Florida**  
**Detailed specifications for**  
**A large scale eradication program**  
**For black spiny iguanas(Ctenosaura**  
**Similis)**  
**On Gasparilla island**  
**Iw070003**

**By George Cera**  
**The trapper wildlife services**  
**6840 Jarvis Rd Sarasota Florida 34241**  
**941-306-7747**

George C  
Trapper era Wildlife Services  
941-306-7747  
Project # IW070003

## 2.0 ERADICATION PLAN

**Background:** I anticipate that to achieve zero population growth of the black spiny iguanas, I will need to capture and euthanize approximately 3,000 iguanas. One of the main problems with eliminating the iguanas on Gasparilla Island is that thus far, the number of animals caught has not been more than the indigenous population of animals in the area can reproduce during breeding season. Animals always react to their environment; the more animals you remove from an area, more abundant food sources are available to the remaining iguanas. With the new availability of food, the animals have no need to seek out the bait in traps. Several methods need to be utilized to achieve zero population growth, however, trapping is the important first step in this process.

**Traps:** I will map Lee County's section of Gasparilla Island into grided areas, work those areas until iguana activity has diminished, and then continue to the next grided area. My eradication plan involves several types of traps, including live traps and tube traps. I advocate that no trap or snare be used that could hurt or maim any animal. There will be between thirty-five and 100 traps set per day, depending on iguana activity, and I will check the traps two to four times daily, five days per week. I will be on Gasparilla Island from 9 a.m. to dusk, five days a week until the contract quota is met. While traveling to and performing trap checks, I will attempt to capture, using snares and nets, any adult iguanas spotted in the area that have not been trapped, paying special attention to adult females. I will also identify and destroy the nests of the animals, by digging them up and freezing the eggs.

Pellet rifles may also be used in capturing animals, if the circumstances are appropriate, and only when there are no other humans or animals in the immediate vicinity. Unfortunately, this is the least popular aspect of this eradication plan, but with the volume of iguanas and the dire need for immediate control to achieve zero population growth, it is necessary. I am very sensitive to the public opinion of this method of control, and I assure you that I will address all safety concerns and exercise discretion when using a pellet rifle.

**Euthanization:**, I will provide chest freezers for euthanization and storage of the lizards/carcasses for counting. I will further seek a staging area to rent, in which power, possibly via generator, will be available for powering the freezer.

**Disposal:** Iguanas will be double-bagged for disposal, and placed in a vendor-approved dumpster. I will arrange for pickup by Waste Management one time per week\*, after count verification has taken place. Only iguanas that have been counted and marked in a method to be determined by Lee County will be disposed of.

\*Storing and disposing of deceased animals is subject to change, depending on the availability of a staging area. There may need to be a daily count of carcasses so that they may be taken off the island daily for disposal.

**3.0 FINANCIAL QUALIFICATIONS (MINIMUM)**

**Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under the RFQ.**

**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 Purchasing  
P.O. Box 398  
Fort Myers, FL 33902-0398

**Requirement #3:**

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

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:

\$100,000 per accident  
\$500,000 disease limit  
\$100,000 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:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 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:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD

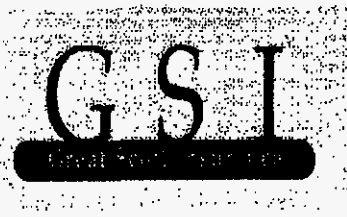
2. **Verification of Coverage:**

- 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.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. **Special Requirements:**

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



12155 Metro Parkway, Ste. 28A,  
Ft. Myers FL 33966-8302  
Phone: (239) 561-3400 (800) 927-0418  
Fax: (239) 561-0496  
[www.gsiinsurance.com](http://www.gsiinsurance.com)

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November 10, 2006

To Whom It May Concern

Fax: 941-822-0402

Ref: The Trapper Wildlife Services

Dear Sirs,

This is to confirm that the aforementioned client will be able to obtain Commercial General Liability and Commercial Auto Insurance per bid specifications. Once this coverage is obtained, Lee County will be added as an Additional Insured on these policies.

If you require any additional information, please do not hesitate to contact our office.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Rod Wright', is written over a horizontal line.

Rod Wright  
Agent

RSW/nbg



**FLORIDA**  
 DEPARTMENT OF  
**FINANCIAL SERVICES**

**TOM GALLAGHER**  
 CHIEF FINANCIAL OFFICER  
 STATE OF FLORIDA

September 19, 2006

**VERIFICATION OF AUTOMATIC EXEMPT STATUS FROM WORKERS' COMPENSATION  
 COVERAGE REQUIREMENTS**

**This letter verifies that the individual listed below is AUTOMATICALLY EXEMPT from Florida workers' compensation coverage requirements within the scope of the non-construction business or trade listed below and is not required to obtain an exemption issued by the Division of Workers' Compensation in order to achieve exempt status.**

**PERSON:** George Cera

**BUSINESS NAME:** Trapper Wildlife Service GM Service

**ADDRESS:** 6840 Jarvis Road

**CITY:** Sarasota, FL 34241

**TYPE OF NON-CONSTRUCTION BUSINESS OR TRADE:** Removing Wildlife and Repairing Damages

**CLASS CODE OF BUSINESS:** 8831

**This verification of automatic exempt status applies ONLY within the scope of the non-construction business or trade listed above, and applies ONLY to the individual listed above. However, if Trapper Wildlife Service GM Service employs four or more full or part-time employees, it must obtain workers' compensation coverage. A member of a limited liability company engaged in the non-construction industry is considered an employee if the member meets the definition of employee as defined in Section 440.02(15)(a), Florida Statutes.**

OK

If George Cera engages in a construction-related activity as defined in section 440.02(8), Florida Statutes, or in Rule 69L-6.021, Florida Administrative Code, the automatic exempt status for George Cera shall not apply, and George Cera must comply with workers' compensation coverage requirements for the construction industry.

If you have any questions, please call (850) 413-1609.

Sincerely,

Andrew Sabolic  
 Chief, Bureau of Compliance

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.

I GEORGE CERA DO HEREBY AGREE  
TO HOLD LEE COUNTY AND THERE  
AGAINST HARMLESS AS DEFINED.

ON THIS DAY 11-1-06

George Cera

*George Cera*

Trapper Wildlife Services  
6840 Jarvis Road ♦ Sarasota, FL 34241 ♦ 941.306.7747

Dear Homeowner,

My name is George Cera, and I am the President of Trapper Wildlife Services. I am in the process of controlling the population of black spiny iguanas on Gasparilla Island. I am requesting access to the exterior areas of your property in order to capture iguanas that may be present in this area.

I accept all legal and financial responsibility resulting from my activities while on your land. Further, **neither you nor Lee County will be liable for an injuries sustained by my self or agent acting on by behalf while on premises.** By signing this letter, you agree to allow me access to your yard for 1 year date \_\_\_\_\_ to \_\_\_\_\_ and agree **to hold Lee County harmless of any liability in this matter.**

I appreciate your cooperation, and assure you that my presence will be as noninvasive to you as possible. Please feel free to contact me at any time if you have any questions or concerns; I can be reached at 941-306-7747.

Sincerely,



George Cera

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Homeowner signature