

**INVITATION TO BID  
AND  
BIDDING AND CONTRACT DOCUMENTS  
FOR**

**CONSTRUCTION SERVICES  
(with bonding requirements)  
FOR  
BID 2024-02 Immokalee Campus  
Development Project – Hangar ‘5’**

**ISSUE DATE:  
March 19, 2024**

**BID SUBMITTAL DEADLINE:  
April 19, 2024 @ 4:00 P.M. ET  
600 North Road  
Naples, FL 34104**

**Refer Inquiries To:**

Mark Grazewski, CFO  
Collier Mosquito Control District  
ATTN: Immokalee Campus – Hangar 5  
(239) 434-4652  
[Bids@cmcd.org](mailto:Bids@cmcd.org)

**Invitation to Bid**

Notice is hereby given that the Board of Commissioners for the Collier Mosquito Control District (CMCD), at CMCD Headquarters, 600 North Road, Naples, Collier County, Florida, 34104-3464, will receive **SEALED BIDS** for:

**Construction Services for Bid 2024-02 - Immokalee Campus Development Project – Hangar ‘5’**

Bids will be accepted until 4:00 p.m. on Friday, April 19, 2024, and will be opened publicly at CMCD Headquarters at 10:00 a.m. on Monday, April 22, 2024. You may also attend this meeting virtually by dialing 209-844-4600, Pin: 350-587-34#. The award of the bid will be subsequently made by the CMCD Board of Commissioners at its regular public meeting on Tuesday, April 23, 2024. All Bidders are welcome to be present in person, or virtually, for the opening of the bids.

Prior to submitting a proposal, BID DOCUMENTS must be obtained by calling (239) 436-1000 or by download from the District website: [www.cmcd.org](http://www.cmcd.org).

The Board reserves the right to reject any or all proposals and to waive any and all formalities.

By order of the Board of Commissioners, Collier Mosquito Control District, Naples, Florida.

John F. Johnson, Chair

## INSTRUCTION TO BIDDERS

### A. NOTICE

Bids addressed to the Collier Mosquito Control District, 600 North Road, Naples, FL 34104, will be received for **Immokalee Campus Development – Hangar ‘5’** until **4:00 p.m. ET, April 19<sup>th</sup>, 2024**. Bids received after that time will be returned unopened.

### B. LOCATION AND DESCRIPTION OF PROJECT

The project is for Construction of an initial hangar, as well as all site preparation for future headquarters at the leased parcel by Collier Mosquito Control District at the Immokalee Regional Airport (IMM), 165 Airpark Blvd. 165 Airpark Blvd, in the City of Immokalee, Collier County, Florida. The complete scope of work is outlined in the technical Specifications (as hereinafter defined).

### C. BACKGROUND

Current District buildings at the Naples Airport were started in 1989 and finished in 1991. Recent environmental impacts to the current location and an expanding workforce have had a substantial impact on the current facilities. The District is seeking to ultimately relocate operations to the Immokalee Regional Airport to stay in line with the growing needs of mosquito control and maintain long-term resiliency during storm events. This project will enhance the current infrastructure to meet the Districts current and future needs for flight and ground operations. All work will take place at the Immokalee Regional Airport inclusive of full campus site/utility preparation and construction of the First Building Hangar ‘5’.

The project will be completed in coordination between the Facilities Maintenance Manager, Architect of Record and the Successful Bidder.

#### **D. PERMITS**

Contractor shall work in tandem with the architect of record to secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. The cost of such permits shall be reimbursed by the District with appropriate documentation. The Contractor must have all licenses and certifications as required by Federal, State, County, City or special agencies (i.e., FAA, FTA, EPA, DOT, etc.).

STORMWATER PERMIT: Contractor shall obtain a National Pollutant Discharge Elimination System (NPDES) generic permit for Stormwater Discharge from Large and Small Construction Activities pursuant to Section 403.0885, Florida Statutes.

**The Contractor will be required to obtain IMM security badges in compliance with IMM rules and regulations.**

#### **E. PRE-BID MEETING**

A Pre-Bid Meeting will be held at **Collier Mosquito Control District, 600 North Road, Naples, Florida 34104-3464**, at **10:00 a.m. ET on April 1, 2024**. This meeting is not mandatory, but attendance is highly recommended. Video conference links for the meeting are available, however must be requested via email request Bids@cmcd.org.

Representatives of the District, as well as the Architect of Record, will be present to discuss the project. Bidders are highly encouraged to attend and participate in the conference. A representative of the District will transmit to all prospective Bidders of record such Addenda as is considered necessary in response to questions arising at the conference.

#### **F. COPIES OF BIDDING AND CONTRACT DOCUMENTS**

A complete set of Bidding and Contract Documents can be downloaded from [www.cmcd.org](http://www.cmcd.org) or will be made available for no charge on a flash drive (or other electronic means).

#### **G. BID BOND**

The Contractor must submit with his Bid response a Bid Security of not less than 5% of the proposed dollar amount. See "Bid Performance Bond Form" contained in the Bidding and Contract Documents.

## **H. CONTENT OF RESPONSES AND BID SUBMISSION**

Content: In order to be eligible for consideration, Bidders must be in good standing with the District at the time the bid is submitted and for the prior three (3) years. In making a determination of “good standing,” consideration shall include, but not be limited to, performance under recent agreements, monies owed to the District, defaults on any agreements and/or other negative legal processes or adverse terminations. Bids from Performance will be evaluated based on responses provided by reference checks. Bids from Bidders not in good standing shall not be evaluated. For purposes of this section, “Bidders” shall include all persons and entities having a beneficial and/or financial interest in the bid, as well as the entity officers and/or owners. It is the responsibility of the Bidders to thoroughly examine this bid request and ensure that the bid clearly and directly responds to each of the requirements, including, but not limited to its content and format. Any bid determined by the District to be non-responsive, and any modifications received after the bid submittal deadline, will not be evaluated.

The following content is required under all responses to this bid request:

- A. A one-page introduction letter prepared on the Bidder’s letterhead, with firm name, including any alias, signed by an individual who is authorized to commit the Bidder to the services and requirements of this bid request. This introduction letter shall include the name and contact information of the individual who will serve as the District’s main point of contact for the project. Also, acceptance of, or explanation of any exceptions to, the terms and provisions of the Services Agreement (Attachment 2) must be noted in the introduction letter; Provided, however, the District maintains the right to reject the respondent’s exceptions.
- B. Copies of all appropriate certificates and licenses held, including those required by Collier County, State and/or Federal licenses or registrations.
- C. Bid Forms (Attachment 1).

The response to this bid request should be organized in the order set forth above. If subcontracting or joint bids are to be submitted, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the response. Following the award of the contract, no additional subcontracting firms will be allowed without the express prior written consent of the District which may be granted, conditioned or withheld in its sole discretion.

Submission: Bidders shall carefully review and address all of the criteria outlined in this bid request. In order to be considered, Bidders shall demonstrate their ability to provide all of the required work described herein. Any data furnished by the District is for informational purposes only.

**All of the Bid Forms (as hereinafter defined) shall be fully completed and included as part of a Bidders response to this bid request.**

**No faxed or emailed bids will be accepted.** Bid documents shall be sealed in an envelope and must be clearly marked with “**BID 2024-02 Immokalee Campus Development Project – Hangar ‘5’**” and submitted **no later than 4:00 p.m. ET on Friday, April 19, 2024**, as follows:

**Hand-deliver or Delivery via FedEx, UPS, etc.**

Collier Mosquito Control District  
600 North Road  
Naples, FL 34104-3464

If mailed, it is recommended that Bidders confirm receipt of their bid by the District. Bid delivery to the District by the deadline is solely the responsibility of the Respondent. Late submittals will not be considered.

Upon receipt by the District, bids shall become public records which are subject to the requirements of Chapter 119, Florida Statutes, commonly known as the “Public Records Law.” Responding to this bid request shall constitute a specific waiver of any claims against the District related to the disclosure of the Bidder’s response to this bid request or any information contained therein.

Responding to this bid request shall in no way be construed as a commitment on the part of the District. The District reserves the right to reject any or all responses to this bid request. **Notwithstanding anything herein to the contrary, the District may at any time in its sole discretion (i) waive any irregularities in this bid request and/or the submitted responses hereto and (ii) revoke, cancel, re-issue, re-advertise, postpone or modify this bid request or the selection process schedule hereunder, in whole or in part.** The District is not responsible for any costs incurred by Bidders prior to an award and full execution of the Services Agreement between the Successful Bidder and the District.

The District reserves the right to request any supplementary information it deems necessary to evaluate a Bidder’s experience, qualifications, or clarify or substantiate any information contained in the Bidder’s response.

The District recognizes fair and open competition as a basic tenet of public procurement. Bidders doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District encourages disadvantaged, minority and women-owned business enterprises to participate in its bidding process. All responding parties are required to make all efforts reasonably necessary to ensure that disadvantaged, minority and women-owned business enterprises have a full and fair opportunity to compete to become the Successful Bidder under this bid request. Information pertaining to the DBE Certification requirements can be obtained by contacting the District’s Representative, Mark Grazewski, CFO, via email at: [Bids@cmcd.org](mailto:Bids@cmcd.org).

The District adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to District services, programs and activities. For further

information, please contact the District's Representative, Mark Grazewski, CFO, via email at: Bids@cmcd.org.

**I. QUESTIONS and INQUIRIES**

Questions and inquiries about this Invitation to Bid shall be submitted in writing via email to the District's Representative:

Mark Grazewski, CFO  
Email: Bids@cmcd.org

No oral questions and other interpretations or clarification will be considered official or binding. The deadline for written questions is **April 8, 2024 at @ 4 P.M. ET.**

In order to protect the professional integrity of this procurement process by shielding it from undue influences, Bidders shall not attempt to contact CMCD Board Members, District staff or Management directly during the pre-bid or post-bid period (other than the District's Representative, Mark Grazewski, CFO, via email for question and inquiries as provided hereinabove). The District intends to respond to all appropriate questions or concerns; however, the District reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted by **April 12, 2024**. All addenda issued prior to the bid submittal deadline for responses are incorporated into the Bid and must be acknowledged in the Bid response. Only written information provided by the District shall be binding on the District. Oral or other interpretations shall not be binding and are held without legal effect.

**J. SCHEDULE of IMPORTANT DATES**

The District will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Invitation To Bid Issue Date		<b>March 19, 2024</b>
Pre-Bid Meeting	10:00 a.m. ET	<b>April 1, 2024</b>
Deadline for Questions and Inquiries	4:00 p.m. ET	<b>April 8, 2024</b>
Addenda to Bid Materials Available		<b>April 12, 2024</b>
Bid Submittal Deadline	4:00 p.m. ET	<b>April 19, 2024</b>
Opening of Bids	10:00 a.m. ET	<b>April 22, 2024</b>
Bid Awarded by CMCD BOC (if applicable)	8:30 a.m. ET	<b>April 23, 2024</b>

## DEFINITIONS, STANDARD TERMS and CONDITIONS

### A. DEFINITION OF TERMS

In order to simplify the language throughout this bid, the following definitions and those defined in the Bidding and Contract Documents shall apply:

**BIDDER** - A Contractor who submits a Bid directly to the District.

**BIDDING AND CONTRACT DOCUMENTS** – This Invitation to Bid, including all Addenda issued prior to the bid submittal deadline, the Bid Forms (Attachment 1), the Services Agreement (Attachment 2) and the Technical Specifications (Exhibit A and Exhibit B).

**BID FORMS** - All of the forms attached hereto as Attachment 1 which must be completed and submitted as part of a response to this bid request.

**BOARD OF COMMISSIONERS** – The elected officials of the Collier Mosquito Control District.

**CONTRACT** – Same as Services Agreement.

**CONTRACTOR** – Same as Successful Bidder.

**DISTRICT** – Collier Mosquito Control District.

**COLLIER MOSQUITO CONTROL DISTRICT (CMCD)** – Same as District.

**SERVICES AGREEMENT** – The agreement that must be entered into between the District and the Successful Bidder to furnish the construction work and services described under this bid request which shall be in the form attached hereto as Attachment 2.

**SUB-CONTRACTOR** – Any contractor hired by the Contractor to furnish the services specified in this bid request.

**SUCCESSFUL BIDDER** – If the District determines in its sole discretion to make an award under this bid request, the lowest, qualified, responsible and responsive Bidder to whom the District (based on the District's evaluation as hereinafter provided) makes an award.

**TECHNICAL SPECIFICATIONS** – Collectively the following: (i) Exhibit A - Drawings - referenced hereunder as Exhibit A (ii) Exhibit B - Specifications - referenced hereunder as Exhibit B – Both Prepared by MLM-Martin Architects, Inc. dated March 12.

### B. GENERAL BID PROVISIONS

1. Bid proposals will be submitted on the forms provided by District. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the Bid. **Do not use whiteout or other cover products on mistakes.**
2. The Bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
3. In the event there are inconsistencies between the standard terms and conditions, general conditions, or special provisions or the Technical Specifications, the latter will take precedence.
4. All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: a) price, b) conformity to Technical Specifications, c) financial



ability to perform the contract, d) previous performance, e) facilities and equipment, f) availability of repair parts, g) qualifications and experience, h) delivery promise, i) payment terms, j) long-term ownership costs, k) selection of bid alternates as determined by the District, or l) other accountable factors which are reasonable.

5. Bidders may be disqualified and rejection of Bids may be recommended to the District for any (but not limited to) of the following causes: a) failure to use the Bid Forms furnished by the District; b) lack of signature by an authorized representative on the Bid Forms; c) failure to properly complete the Bid; d) evidence of collusion among bidders; e) unauthorized alteration of Bid Forms; f) lack of appropriate qualifications and experience relative to the size and scope of the work proposed; g) unsatisfactory performance; h) failure to complete projects; or i) loaded or unbalanced bids. The District reserves the right to waive any minor informality or irregularity.
6. Samples of items shall be furnished, if requested by the District, without charge, and if not destroyed, shall be returned upon request at the Bidder's expense.
7. It is agreed that the Successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without the previous written consent of the District.
8. The contractor must provide audited financial statements, if requested, to the District.
9. Prices in the Bid Forms shall be presented in the format requested (unit price, lump sum, etc.)
10. No freight or delivery charges will be accepted unless shown on the bid.
11. The District does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. This exemption does not apply to tangible personal property purchased by Contractors for their use in the performance of this Contract. Nothing herein shall affect the Contractor's normal tax liability. The District reserves the right, at the District's sole option, to issue direct purchase orders for applicable supplies and equipment to be utilized in this project. Should the District choose to make direct purchases so as to save the sales tax, the District will make a deductive change order to this Contract.
12. All Bidders will comply with all Federal, State, and local laws relative to conducting business with the District. The laws of the State of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
13. **To the fullest extent permitted by applicable law, the Successful Bidder agrees by responding to this bid request and entering into the Services Agreement with the District, to defend, indemnify and hold the District harmless from any and all causes of action or claims of damages arising out of or related to this bid request and the Successful Bidder's performance under such contract.**
14. Advanced disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all Bids of that particular bid solicitation or request.

15. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.
16. The District reserves the right, in its sole discretion, to make a direct purchase of items listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as allowed by the *Florida Interlocal Cooperation Act of 1969, Chapter 163 of the Florida Statutes*.

**C. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. In determining a Bidder's qualifications, the following factors will be considered:

1. Work previously completed by the Bidder and whether the Bidder:
  - a. maintains the appropriate license(s) for the work contemplated herein;
  - b. maintains a permanent place of business,
  - c. has adequate plant and equipment to do the work properly and expeditiously,
  - d. has paid or settled all claims for payment promptly,
  - e. has appropriate technical experience,
  - f. has job references for work of similar size and scope to the project bid herein; and
  - g. has satisfactorily completed other public or comparable projects.
2. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of anyone acting for such firm, corporation, or partnership.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any Bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

The General/Sub-Contractors Experience Data Sheet following the bid must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

3. Only bids received from responsive and responsible Bidders will be considered. The District reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine the ability of the Contractor to perform, and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability of the Bidder to perform.
  - a. Bids may be declared non-responsive due to omissions on any disclosure forms submitted to the District;
  - b. Bidders may be declared not responsible due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Bidder to assure good faith performance.

- c. The District may also consider the Contractor's creditworthiness in determining the ability to perform.

#### **D. DISQUALIFICATION OF BIDS**

The opportunity to bid on the District contract or to supply goods and services to the District or to otherwise transact business with the District is a privilege, not a right. Individuals or firms involved in certain crimes should be denied the privilege of transacting business with the District and the opportunity of obtaining an economic benefit through the transaction of business with the District (F.S. 287.132). Therefore:

1. Any person or affiliate who has been placed on the convicted vendor list following a public entity crime may not submit a bid, request for proposal, or reply on a contract to provide any goods or services to the District for a period of 36 months following the date of being placed on the convicted vendor list.
2. The District may not accept any bid, request for proposal, or reply from, award any contract to, or transact any business with a person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was on the convicted vendor list.
3. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, request the proposal, or reply on a contract to provide goods or services to the District.
4. The District may not accept any bid, request for proposal, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list.

#### **E. EXAMINATION OF BIDDING AND CONTRACT DOCUMENTS AND SITE**

1. It is the responsibility of each Bidder before submitting a Bid, to:
  - a. examine the Bidding and Contract Documents thoroughly;
  - b. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work;
  - c. consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work;
  - d. study and carefully correlate Bidder's observations with the Bidding and Contract Documents;
  - e. notify District's Representative of all conflicts, errors or discrepancies in the Bidding Contract Documents; and
  - f. if applicable, visit with local utilities, including cable companies, and other entities that may have an underground or above-ground infrastructure in the work area for infrastructure location.
2. Information and data reflected in the Bidding and Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data from the District's files for its underground facilities and information and data furnished by owners of other underground facilities. The district does not assume responsibility for the accuracy or completeness thereof.

3. Before submitting a Bid each Bidder will be responsible to evaluate available information contained within the Bidding and Contract Documents and available Public Utility information and if deemed Successful Bidder, at Bidders expense and not be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bidding and Contract Documents.
4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding and Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoils are to be provided by the Contractor. The contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning the Work.
5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding and Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding and Contract Documents, and that the Bidding and Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations hereinabove indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Bidding and Contract Documents. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of Bidding and Contract Documents.

**F. INTERPRETATIONS and ADDENDA**

All questions about the meaning or intent of the Bidding and Contract Documents are to be directed to the District. Interpretations or clarification considered necessary by the District's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by District's Representative as having received the Bidding and Contract Documents. Questions received after the deadline specified herein will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

Addenda may also be issued to modify the Bidding and Contract Documents as deemed advisable by the District.

To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the applicable Bid Forms. Bids without such acknowledgment of all issued Addenda and letters of clarification may cause the bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the Contract Documents accordingly. A "Conformed Documents" Set inclusive of Bidding and Contract

Documents, Addenda and/or letters of clarification will be issued prior to start of work. This "Conformed Documents" set shall be considered as Contract and For Construction Documents for the Successful Bidder.

**G. CONTRACT TIME**

The Contractor will complete all Work for services for the contract price and within the contract time of the number of calendar days specified herein for all Work (except warranty items) in accordance with the Services Agreement.

**H. WORKING HOURS**

Working hours are subject and conditioned upon the rules and regulations of the Collier County Airport Authority. In the event construction is scheduled on or near the Immokalee Regional Airport's runway(s), taxi way(s) or landing pad(s), working days and hours must be scheduled in advance with designated Director for Collier County Airport Authority.

**I. SUBSTITUTE OR "OR EQUAL" ITEMS**

The materials and equipment described in the Bidding and Contract Documents establish a standard of the required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by District's Representative at least five (5) working days prior to the date for receipt of Bids or until after the Services Agreement for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The District's Representative's decision of approval or disapproval of a proposed substitution shall be final. If District's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. See §00 43 25 "Substitution Request Form" contained in the Bidding and Contract Documents.

**J. BID FORMS**

The Bid Forms must be legible and completed in its entirety:

1. All blanks on the Bid Forms must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.
2. Any financial amounts written in words will supersede amounts written by numbers in the Bid Forms.

3. Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.
5. All names must be printed or typed below the signature.
6. The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the applicable Bid Forms.
7. The address and telephone number(s) for communication regarding the Bid must be shown.
8. All of the data on the GENERAL/SUB-CONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

**K. SUBMISSION OF BIDS**

A Bid shall be submitted on or before the time and place indicated in the Instruction to Bidders. Bids may be mailed.

Each Bidder should, prior to filing their Bid check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on applicable Bid Forms.

**L. MODIFICATION AND WITHDRAWAL OF BIDS**

Bidders may request withdrawal of their bid after it has been submitted but before the bid submittal deadline, provided that the request for withdrawal is submitted to the District in writing.

If, after the bid submittal deadline, but prior to the award of the Services Agreement by the District, any Bidder files a duly signed, written notice with District's Representative and promptly thereafter demonstrates to the reasonable satisfaction of District's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bidding and Contract Documents.

**M. IRREVOCABLE OFFER**

Any bid not withdrawn as stipulated herein shall, upon opening, constitute an irrevocable offer for a period of sixty (60) days to execute, deliver and enter into the Services Agreement with the District for the services set forth in the Bidding and Contract Documents.

**N. OPENING OF BIDS**

Properly prepared Bids will be acknowledged. A summary of the amounts of the base bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids inclusive of selected alternates will be available upon request as soon as it has been assembled and verified.

Bids received after the specified time of the opening will be returned unopened.

#### **O. AWARD OF CONTRACT**

District reserves the right to reject any and all bids, to waive any and all informalities and irregularities not involving price, time, or changes in the Work and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. District reserves the right to reject the bid of any Bidder if District believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or past performance or fails to meet any other pertinent standard or criteria established by District.

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

District may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for portions of the Work. The District reserves the right to inquire as to the subcontractors and suppliers being proposed for the Work and reserves the right to approve or reject any subcontractors or suppliers being proposed.

District may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

District may conduct such investigations as District deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Bidding and Contract Documents to District's satisfaction within the prescribed time.

If the Services Agreement is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by District indicates to District that the award will be in the best interests of the Project.

If the Services Agreement is to be awarded, District will give the Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

#### **P. DIRECT PURCHASE(S)**

The District reserves the right, at the District's discretion, to direct purchase materials, equipment, and furnishings involved in the Work, including Subcontractor's materials, equipment, and furnishings.

1. The parties acknowledge that the District may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

2. In the event the District determines to make any Direct Purchase of material, equipment or furnishings for the Work, the Direct Purchase will be authorized by a deductive change to the Contract. The deductive change for the Direct Purchase shall reduce the contract amount by the amount of the Direct Purchase plus the taxable amount that would have been applicable in the Contractors Bid Forms.
3. The Contractor retains all responsibility for an acceptable finished product and is responsible for maintaining the project schedule. The District's Direct Purchase mechanism to effectuate tax savings in no way affects the obligation of the Contractor to meet all the terms and conditions, general and special provisions and Technical Specifications of the bid and resulting Contract.
4. The Contractor shall be responsible for insuring all materials and items in his care, custody, and control regardless of whether directly purchased by the District or not.
5. The Contractor is responsible to properly expedite and follow up on Direct Purchase orders, thereby assuring delivery of the items as ordered and at the time and place needed by the Contractor.
6. The Contractor is responsible for accepting delivery, unloading and installing the materials, equipment or furnishings in order to protect and maintain the Direct purchases in proper condition. The Contractor is responsible for completing any necessary returns for defective materials, equipment or furnishings.
7. The Contractor is responsible for verifying the proper receipt of all items purchased and invoiced by the District made pursuant to the Direct Purchase order. Payment will be made by the District via check, payable to the Direct Purchase vendor.

#### **Q. BONDING REQUIREMENTS**

Bonds are required for construction over \$100,000 unless otherwise noted. Bonding requirements for this Project include:

1. **Bid Security.** The Contractor must submit with his Bid response original bid security of not less than 5% of the proposed dollar amount. The Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Services Agreement and furnished the required Performance and Payment Bonds, whereupon the Bid Security will be returned. A Bidder may withdraw its bid at any time until the Services Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid. The Bid Security of any Contractor whom the District believes to have a reasonable chance of receiving the award may be retained until the effective date of the Services Agreement and thereafter all Bid Securities furnished by Contractor(s) may be returned. The following types of Bid Security are acceptable:
  - a. **Performance Bid Bond** shall be submitted in the stated dollar amount of not less than 5% of the proposal dollar amount. The Bid Bond must be issued by a duly authorized surety to do business in the State of Florida.
2. **Payment and Performance Bonds.** This project requires Payment and Performance Bonds. A Payment and Performance Bond is to be issued in a sum equal to 100% of the total awarded Services Agreement amount by a surety company authorized to do business in the State of Florida. This requirement is to ensure the faithful performance of the obligations imposed by the resulting Services Agreement and protect the District from lawsuits for non-payment of debts from the Contractor's suppliers or subcontractors. Payment and Performance Bonds are required to be submitted to the District within seven (7) calendar days after notification of the intent to award the



Contract. In the District's sole discretion, a clean irrevocable letter of credit or cash bond may be accepted in lieu of the required Payment and Performance Bond.

3. **Bond Forms.** The Contractor must use the Forms provided by the District.

**R. SIGNING OF SERVICES AGREEMENT**

The Successful Bidder shall execute the Services Agreement and provide proof of insurance as detailed in the form of Services Agreement (attached hereto as Attachment 2) based on Staff recommendation prior to District execution. Once signed by the District, a copy of the fully executed Services Agreement will be provided to Successful Bidder.

**S. CONFLICT of INTEREST**

Any award made pursuant to this solicitation is subject to the provisions of Florida Statutes, Chapter 112, *Public Officers and Employees: General Provisions*. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the District or related to any employee of the District. See applicable Bid Forms.

**T. RECORDS**

The District reserves the right to unilaterally cancel any contract pursuant to this solicitation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract unless the records are exempt from Florida Statute, Chapter 119.

**U. OWNERSHIP**

It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all data prepared or obtained by the Successful Bidder in connection to the Work hereunder shall be delivered to and become the property of the District, prior to final payment to the Successful Bidder or the termination of the Services Agreement. This includes any electronic versions, such as CAD or other computer-aided drafting programs.

**V. WAIVER OF CLAIMS**

Once the Services Agreement is terminated, or final payment has been requested and made thereunder, the Contractor shall have waived any claims against the District concerning the Services Agreement. After that period, the District will consider the Contractor to have waived any right to claims against the District concerning the Contract.

**BID PROTEST REQUIREMENTS AND PROCEDURES**

To the fullest extent permitted by applicable law, by responding to this bid request all Bidders hereby (i) acknowledge and accept that the requirements and procedures listed below shall govern and control all protests or other claims with respect to this bid request, any of the terms, conditions and specifications under this Invitation to Bid (or any Attachments , Exhibits or other documents delivered in connection herewith) and/or any award or other decision (or

any intended award or other decision) relating thereto and (ii) covenant and agree to adhere to and abide by all of the following requirements and procedures:

1. Any person who is adversely affected by any award or other decision (or any intended award or other decision) by the District must file with the District a notice of protest in writing within 72 hours after the posting of the notice of award or other decision (or intended award or other decision).

2. With respect to a protest of (or any other claim with respect to) the terms, conditions and specifications contained in this Invitation to Bid (or any Attachments , Exhibits or other documents delivered in connection herewith), including any provisions governing the methods for ranking bids, proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, a notice of protest must be filed in writing within 72 hours after the posting of this Invitation to Bid.

3. The formal written protest must be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest in strict compliance with the time periods and other requirements set forth herein shall constitute a waiver of (i) protest proceedings and (ii) all other rights and claims with respect to this bid request, any of the terms, conditions and specifications under this Invitation to Bid (or any Attachments , Exhibits or other documents delivered in connection herewith) and any award or other decision (or any intended award or other decision) relating thereto. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

4. Upon receipt of the formal written protest that has been timely filed, the District shall stop the solicitation or contract award process until the subject of the protest is resolved by final action by the District, unless the Executive Director of the District sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.

5. The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest.

6. If the protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, then the protest shall be settled and determined through arbitration held in Naples, Florida, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA") by a single qualified licensed neutral arbitrator (the "Arbitrator") mutually selected by the parties; provided, however, notwithstanding the foregoing or anything to the contrary, the parties and the Arbitrator shall agree to conclude the entire arbitration proceedings within 45 calendar days (including Saturdays, Sundays, and state holidays) from the District's receipt of the formal written protest so that the Arbitrator can render a written decision no later than 60 calendar days (including Saturdays, Sundays, and state holidays) from the District's receipt of the formal written protest. If the parties are unable to mutually select the Arbitrator within 7 days, excluding Saturdays, Sundays, and state holidays, then the Arbitrator shall be selected by two (2) other qualified licensed neutral arbitrators, one of whom shall be selected by each

party. The written decision of Arbitrator shall be binding, final and conclusive on the parties. Judgment on the written decision rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitration hereunder shall be part of the written decision rendered by the Arbitrator. The prevailing party in the arbitration hereunder shall recover its expenses and costs, including reasonable attorneys' fees, from the non-prevailing party.

## **GENERAL CONDITIONS and SPECIAL PROVISIONS**

### **A. GENERAL CONDITIONS**

1. **FACILITIES:** All building construction and related installations, including improvements to a public building or structure, shall conform to the Florida Building Codes published by the International Code Council, the National Electric Code (NFPA 70), or other nationally adopted model codes and standards for updates to the Florida Building Code, as amended. All other Collier County and City of Immokalee codes and ordinances shall also apply.
2. **CIVIL CONSTRUCTION:** Portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and their Roadway and Traffic Design Standards, referred to at the DOT Standard Specifications, current edition, are incorporated by reference. All Collier County, City of Immokalee, and Collier County Airport Authority codes and ordinances shall apply.
3. Any discrepancies between the standards and these Bidding and Construction Documents shall be clarified per the Instruction to Bidders "INTERPRETATIONS AND ADDENDA".
4. The Services Agreement (Attachment 2) shall govern all other conditions of this bid.
5. The Contractor will be required to obtain IMM security badges in compliance with IMM rules and regulations.

## B. SPECIAL PROVISIONS

- **MOBILIZATION:** Costs for mobilization shall consist of preparatory work and operations including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of the Contractor's field office and other facilities necessary for the Work; fees for bonds and insurance; and for all other work and operations including permitting fees, which must be performed prior to beginning work under this Contract. **Payment for mobilization, demobilization, bonds, insurance, permits, and surveys shall not exceed ten percent (10%) of the total amount of the Services Agreement unless the Contractor can prove to the District that his actual costs for mobilization, demobilization, bonds, insurance, permits, and surveys exceed ten percent (10%).**
- **MEASUREMENTS:** All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Bid.
- **QUANTITIES:** Where unit quantities are shown on each bid item of the applicable Bid Forms, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in the final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the applicable Bid Forms as a pay item.
- **EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU):** Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

Explosion	Applies to blasting operations
Collapse	Applies to excavation and grading work adjacent to structure
Underground	Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

An additional premium may be assessed by the contractor's insurance provider. The successful contractor is responsible for assessing depth based on Technical Specifications contained herein.

- **MATERIAL STAGING.** The contractor is responsible for coordinating with Facilities Maintenance to identify and secure a suitable site for the storage of materials and other construction-related items.
- **SURVEY.** The District will provide a one-time survey staking of key construction points, benchmarks, horizontal controls, building corners, or utility appurtenances as deemed necessary by the District. Additional construction staking, or replacement staking, will be at the contractor's expense. See §01 50 00 "Temporary Facilities and Controls" included in the Bidding and Contract Documents.

- DRAINAGE AND EROSION CONTROLS. The contractor will be responsible for designing, installing and maintaining interim drainage and erosion controls for the construction site. Surface drainage channels, culverts, or other features will be maintained by the contractor in such a way to minimize the impacts from stormwater to offsite properties. See §01 57 13 “Temporary Erosion and Sediment Control” included in the Bidding and Contract Documents.
- CONTRACT FORMS, BONDS, AND CERTIFICATES. The documents listed below will be made a part of the executed Bidding and Contract Documents and are made a part of these specifications:
  - a. SERVICES AGREEMENT. The Services Agreement (Attachment 2) that must be entered into between the District and the Successful Bidder will have terms for:
    - i. LIQUIDATED DAMAGES. The contractor agrees to pay **three thousand three hundred dollars (\$3,300.00) in liquidated damages** for each consecutive calendar day completion of the Work is delayed from Substantial Completion and **one thousand six hundred fifty dollars (\$1,650.00) in liquidated damages** for each consecutive calendar day completion of the Work is delayed from Final Completion.
    - ii. TERM. From Notice to Proceed, the Contractor **has 365 calendar days** for Substantial Completion and an additional **90 calendar days** for Final Completion. Changes in contract time will only be considered for documented weather impacts, additional work directed by the District, reductions in Work directed by the District, stoppage of work when directed by the District or other causes of delay not attributable to the Contractor.
  - b. PAYMENT AND PERFORMANCE BONDS

The payment and performance bonds must be issued by an insurance company authorized to do business in the State of Florida, as a guarantee of satisfactory completion of the Work by the Contractor. The payment and performance bonds must be issued for 100% of the contract amount.

**PAYMENT SCHEDULE**

Payment will be made per draw request approved by the Architect and District staff. We will retain 10% of each invoice until the final completion of the project. All payments will be made within 10 days of final approval.

**FLORIDA STATE PROCUREMENT LAW REQUIRED PROVISIONS**

- ANTI COLLUSION STATEMENT: Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective bidder, seek to influence or gain the support of any member of the District favorable to the interest of any

prospective bidder or seek to influence or gain the support of any member of the District against the interest of any prospective bidder. Any such activities shall result in the exclusion of the prospective proposer from consideration by the District.

- **CONVICTED VENDOR LIST:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- **INVOICE COMPLIANCE:** All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.
- **TRAVEL EXPENSES:** Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.
- **PUBLIC RECORDS:** The District may unilaterally cancel the Services Agreement if the Successful Bidder refuses to allow the public access to all documents, papers, letters, or other material made or received by Successful Bidder in conjunction with the Services Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).
- **NO CONTACT:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
- **DUTY TO COOPERATE WITH INSPECTOR GENERAL:** Contractor agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.
- **NO BOYCOTT/PROHIBITED BUSINESS:** Contractor hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has

not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel.

- E-VERIFY: Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term. Any subcontractor must provide Contractor with an affidavit (which must be retained by Contractor during the duration of the contract) stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. See applicable Bid Forms.

## FLORIDA PUBLIC RECORDS LAW REQUIRED PROVISIONS

- (a) IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INVITATION FOR BID OR THE SERVICES AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (239) 436-1000, INFO [@CMCD.ORG](mailto:INFO@CMCD.ORG) AND/OR 600 NORTH ROAD, NAPLES, FLORIDA 34104.
- (b) The Bidder acknowledges and agrees that the Bidder shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, the Bidder hereby covenants and agrees that it shall:
- (i) keep and maintain public records required by the District to perform the services under the Services Agreement;
  - (ii) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Service Agreement and following completion of the Services Agreement if the Bidder does not transfer the records to the District; and
  - (iv) upon completion of the Services Agreement, transfer, at no cost, to the District all public records in possession of the Bidder or keep and maintain public records required by the District to perform the services under the Services Agreement. If the Bidder transfers all public records to the District upon completion of the Services Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



**requirements. If the Bidder keeps and maintains public records upon completion of the Services Agreement, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.**

## ATTACHMENTS AND EXHIBITS

**Attachments:** Attached to and incorporated into of this bid request are the following:

Attachment 1 – Bid Forms

Attachment 2 – Services Agreement

**Exhibits:** Incorporated into of this bid request are the following:

Exhibit A – Drawings – Dated March 12, 2024, Prepared by MLM-Martin Architects, Inc., for the Immokalee Hangar 5

Exhibit B - Specifications – Dated March 12, 2024, Prepared by MLM-Martin Architects, Inc., for the Immokalee Hangar 5

Please download the above-referenced Exhibit A from our website at [www.cmcd.org](http://www.cmcd.org) or directly at the following link:

<https://mlm-martin.sharefile.com/d-s6bcf9c75241e4ab59ce0b5ea15b091db>

Or

Contact the District's Representative, Mark Grazewski, CFO, via phone at (239) 434-4652 or email at [Bids@cmcd.org](mailto:Bids@cmcd.org) to make arrangements for printed copies.

ATTACHMENT 1

Bid Forms

All of the Bid Forms are attached hereto, incorporated herein by reference and made a part of this bid request..

## CONTRACTOR DATA SHEET

### GENERAL/SUB-CONTRACTOR'S EXPERIENCE AND DATA INFORMATION

Name of Company: \_\_\_\_\_

Company Years in Business: \_\_\_\_\_

List Public Agency Projects  
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date

**Superintendent & Project Manager Information**  
 Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects

Project Manager	Years Experience	Projects

References: Name 3 projects of similar work, giving the owner's name, representative's name, project engineers name, and telephone numbers for each

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## CERTIFICATION OF BID

The undersigned certifies and affirms to the District that it is duly authorized to execute this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned certifies and affirms to the District that it is willing to sign the Services Agreement in the form attached as Attachment 2 to the District's Bid 2024-02 - Immokalee Campus Development Project – Hangar '5').

The undersigned certifies and affirms to the District that it is:

- 1) Not on the Convicted Vendor List pursuant to Section 287.133 of the Florida Statutes
- 2) Not on the Discriminatory Vendor List pursuant to Section 287.134 of the Florida Statutes
- 3) Not on the Scrutinized Company List(s) pursuant to Section 287.135 of the Florida Statutes.

The undersigned understands that submission of a false certification may subject the undersigned to contract termination, civil penalties, attorney's fees, and/or costs.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Bid Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Federal Tax ID No: \_\_\_\_\_

DUNS No: \_\_\_\_\_

Date: \_\_\_\_\_

**TABULATION OF BID**

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE APPLICABLE DRAWINGS, SPECIFICATIONS AND OTHER BID DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS:

**BASE BID SCHEDULE**

01 – Pre Engineered Metal Building Package:	\$ _____
02 - Hangar Door, support and operator Package:	\$ _____
03 – Hangar Floor Slab and Finish:	\$ _____
04 – Aviation Pavement (Apron and Taxi-Lane):	\$ _____
05 – Vehicular Pavement (Drive, Parking and Access Road):	\$ _____
06 – Relocation of Airport Gate “A”:	\$ _____
07 -Sanitary Lift - station and Utility Connection (Main Run From Lift Station to Point of Utility Connection):	\$ _____
08- Earthwork Mass Grading Cut and Fill:	\$ _____
Sub Total of Itemization:	\$ _____
Remainder of Scope not itemized above or identified as an alternate:	\$ _____
<b>BASE BID PRICE:</b>	\$ _____

(Base Bid Price is the sum of itemized and non-itemized scope)

(Base Bid Price in words)

**TOTAL BID PRICE:** \_\_\_\_\_  
\$ \_\_\_\_\_

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)



**E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")  
 Yes  No

4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Signature of Affiant Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal) **ADDENDA ACKNOWLEDGEMENT**

**ADDENDA ACKNOWLEDGEMENT:**

By submitting the proposal under these Bid Forms, the Bidder represents that the Bidder has examined copies of all the Bidding and Contract Documents and hereby acknowledges they have verified that the Bidder is in receipt of the Addenda listed below and that the proposed price reflects the inclusion of these Addenda. *(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

The Bidder further acknowledges that should it be determined at the time of the bid opening that the Bidder has failed to acknowledge receipt of ALL issued addenda; the Bidder's submission shall be rejected. The Bidder understands that any verbal representation made or assumed to be made during any oral discussion held between Bidder's representatives and any District personnel is not binding. Only the information issued in writing and added to the drawings and specifications by an official addendum is binding.

Project Name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Contractor Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal)

**CONFLICT OF INTREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all contractors/proposers, must disclose if any Collier Mosquito Control District Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

*Indicate either "yes" (a district employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.*

Yes

No

Name(s)

Position(s)

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Firm Name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Contractor Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal)

**FORM OF NONCOLLUSION AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, certifies, deposes and says all of the following: (i) that he is \_\_\_\_\_ (ole owner, a partner, president, secretary, etc.) of \_\_\_\_\_ (“CONTRACTOR”), the party making the foregoing proposal under the Bid Forms (collectively the “BID”); (ii) that the BID is genuine and not collusive or sham; (iii) that CONTRACTOR has not colluded, conspired, connived, or agreed, directly or indirectly, with any other contractor or person to put in a sham BID, or that such other contractor or person shall refrain from bidding or otherwise participating in the proposed project; (iv) that CONTRACTOR has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other contractor or person, to fix the BID price of CONTRACTOR or any other contractor or person, or to fix any overhead, profit or cost element of the BID price, or of that of any other contractor or person, or to secure any advantage against the District or any other person interested in the proposed Services Agreement to be awarded by the District; (v) that all statements in the BID are true; and (vi) that CONTRACTOR has not, directly or indirectly, submitted the BID, or the contents thereof, or divulged information or data relative thereto, to any other party or association, or to any member or agent thereof.

Contractor Name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Signature of Affiant Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal)

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Contractor certifies that it does not maintain or provide for its employee any segregated facilities at any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The Contractor agrees that (except where it has obtained identical certification from proposed subcontractors for the specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

Contractor Name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Affiant Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal)

**DRUG-FREE WORKPLACE CERTIFICATION**

**THE BELOW SIGNED CONTRACTOR CERTIFIES**

that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Contractor Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal)

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),**

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of public entity]

by \_\_\_\_\_  
[print individuals name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

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

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

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

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

5. I understand that a "person" as defined in Section 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or

applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO ON ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

Contractor Name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Signature of Affiant Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal)



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Signature of Secretary Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

(Notary Seal)

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS**

\_\_\_\_\_  
(NAME OF CORPORATION)

"RESOLVED that, \_\_\_\_\_  
(Person Authorized to Sign) (Title)

of \_\_\_\_\_  
(Name of Corporation)

is authorized to sign and submit the Bid of this corporation for the following Project:

**Collier Mosquito Control District - Immokalee Campus Development Hangar '5'**

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Contractor shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_  
(NAME OF CORPORATION)

at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**(SEAL)**

**The above form must be completed if the Contractor is a Corporation.**

**BID PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto Collier Mosquito Control District (DISTRICT) in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The conditions of the above obligation is such that whereas the Principal has submitted to the Collier Mosquito Control District certain BID, attached hereto and hereby made a part hereof to enter into a Services Agreement in writing for the Construction of:

**2024-02 – CMCD Immokalee Campus Development Hangar ‘5’**

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Services Agreement in the form attached as Attachment 2 to the District’s Bid 2024-02 - Immokalee Campus Development Project – Hangar ‘5’ (properly completed in accordance with said Bid) and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Services Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL) \_\_\_\_\_(L.S.)

\_\_\_\_\_ Surety

By: \_\_\_\_\_

- (1) Date of Bid Performance Bond must be same date as Bid.
- (2) Bid Performance Bond must be signed or countersigned by Surety's proper Florida Resident Agent. Date of Power-of-Attorney shall be same date as date of Bid Performance Bond.
- (3) If a Partnership, all partners shall execute Bid Performance Bond.

ATTACHMENT 2

Service Agreement

The form of Service Agreement is attached hereto, incorporated herein by reference and made a part of this bid request.

## SERVICES AGREEMENT

[BID 2024-02 Immokalee Campus Development Project – Hangar ‘5’]

This Services Agreement (this “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between **Collier Mosquito Control District**, an independent special district and political subdivision of the State of Florida (the “District”), and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

### RECITALS

- A. Contractor has the capability and capacity to perform and provide all of the work and other services described on Schedule A attached hereto and made a part of this Agreement (collectively the “Work”).
- B. The District wishes to engage Contractor, and Contractor desires to be engaged by the District, to perform and provide the Work pursuant to the terms and conditions set forth in this Agreement.

### TERMS

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. Work. This Agreement sets forth the general terms and conditions under which Contractor shall perform and provide the Work for the District as the District’s instructs from time to time. The specific Work to be performed by Contractor for the District is fully described and set forth in Schedule A attached hereto and made a part of this Agreement. Contractor shall perform and provide the Work (a) in accordance with the terms and subject to the conditions set forth in this Agreement (including Schedule A), (b) using personnel having the required skill, experience, qualifications and licensing, (c) in a timely, workmanlike and professional manner, (d) in accordance with the highest professional standards in Contractor’s field and (e) to the satisfaction of the District.

2. Term and Deadline for Satisfactory Completion. The term of this Agreement, performance schedule or timetable for the Work and/or deadline(s) for completion of the Work by Contractor (collectively the “Deadline For Satisfactory Completion”) are described and set forth in Schedule A. Notwithstanding anything in this Agreement to the contrary, the District shall have the exclusive right to terminate this Agreement at any time and for any reason, without charge or penalty in the District’s sole discretion, upon ten (10) days written notice to Contractor. In the event of such termination by the District, (a) Contractor shall be entitled to a pro-rata amount of any compensation earned under this Agreement but not paid prior to the date of termination and (b) the District shall be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to Contractor hereunder.

3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually a “Termination Event”), all of the rights and privileges granted to Contractor shall, at the District’s sole option, cease to exist and this Agreement shall automatically terminate:

(a) Contractor fails to strictly comply with, fulfill, perform, keep or observe any of Contractor’s obligations, covenants or conditions under this Agreement within five (5) days after written demand from the District, time being of the essence;

(b) Contractor makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;

(c) The loss of any of licenses, registrations or permits necessary to perform the Services or other obligations under this Agreement by Contractor or any of Contractor's personnel, employees, agents, suppliers or subcontractors;

(d) The appointment of a receiver to take possession, or the attachment, execution, or other judicial seizure, of all or any part of Contractor's assets or business;

(e) The District determines, in its reasonable discretion, that Contractor is or will be unable to pay its debts as they become due in the ordinary course of Contractor's business; or

(f) Any voluntary or involuntary petition, or similar pleading, under any bankruptcy act, filed by or against Contractor, or any other voluntary or involuntary proceeding in any court instituted to declare Contractor insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or Contractor has the right to affirm this Agreement and continue to perform the obligations of Contractor hereunder, then (i) such trustee or Contractor shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of Contractor hereunder outstanding as of the date of the affirmance of this Agreement and provide to the District such adequate security and assurances as may be necessary to ensure the District the continued performance of Contractor's obligations under this Agreement and (ii) the District shall receive all of the protections available to creditors under the United States Bankruptcy Code including, but not limited to, section 365 thereof, as amended from time to time.

No right, power, or remedy conferred upon or reserved to the District by this Agreement is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding anything in this Agreement to the contrary, upon a Termination Event, the District may retain all payments due to Contractor at the date of termination until all of the District's damages have been established and deducted from payments due.

4. Duties of Contractor. Contractor shall perform and complete all of the Work on or before the Deadline For Satisfactory Completion to the satisfaction of the District in a good, professional and workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with all applicable laws, regulations and governmental requirements. In addition, Contractor shall:

(a) Furnish all of the expertise, management, oversight, information, assistance and other services necessary to perform and complete the Work to the District's satisfaction;

(b) Furnish such labor, support staff, equipment, products and supplies as may be specifically required to perform and complete the Work to the District's satisfaction;

(c) Deliver to the District all reports, notes, analyses, documents and other instruments as may be reasonably requested from time to time by the District relating to the performance and completion of the Work and Contractor's other obligations under this Agreement;

(d) Provide the District with prompt notification of any anticipated delays or difficulties in the performance and completion of the Work;

(e) Designate one or more individuals to act on behalf of Contractor with respect to the Work and with whom the District may confer with respect to the Work;

(f) Furnish such payment and performance bonds as may be specifically required or reasonably requested by the District (and such payment and performance bonds shall guarantee all of Contractor's Work and other obligations under this Agreement and shall be provided at Contractor's sole expense); and

(g) At all times conduct itself in a professional and cooperative manner in the discharge of all its Work and other obligations under this Agreement (and Contractor hereby guarantees, and Contractor shall be solely responsible and liable for insuring, strict compliance by all of Contractor's personnel, employees, agents, suppliers, subcontractors, licensees and invitees with each and every term, condition, covenant and obligation of this Agreement as if such personnel, employees, agents, suppliers, subcontractors, licensees and invitees were each Contractor hereunder). If Contractor shall fail to perform any of its obligations under this Agreement, the District may, in its sole discretion, without waiving or affecting its option to terminate this Agreement or any other rights and remedies hereunder, perform or hire a third party to perform the same without thereby becoming liable to Contractor or any other person, and all payments made or costs incurred by the District in connection therewith shall be immediately repaid by Contractor to the District; provided, however, nothing contained in this Agreement shall be construed as requiring the District to expend monies or perform any obligations of Contractor hereunder.

Contractor covenants and agrees with the District that should Contractor at any time become aware of any act, occurrence, or omission on the part of the District, its commissioners, officers, employees, agents, insurers, attorneys, representatives, successors, and assigns, which Contractor believes or has reason to suspect would give rise to a claim by Contractor for bad faith, negligence, fraud or any other form of liability against the District, Contractor will advise the District in writing of such claim or potential claim within a reasonable period of time not to exceed thirty (30) days of discovery, or Contractor shall be deemed to have waived the claim and be forever barred from asserting that claim or a related claim against the District. The purpose of this provision is to promptly advise the District of any potential claim and to allow the District to immediately investigate, and if necessary, remedy the alleged claim. Contractor agrees that its failure to notify the District within a reasonable period of time not to exceed thirty (30) days shall be a complete bar to the pursuit of the claim against the District and the District's past and present commissioners, officers, employees, agents, insurers, attorneys, representatives, successors, and assigns, in both their individual and representative capacities.

Contractor covenants and agrees with the District that should Contractor at any time become aware of any act, occurrence or omission on the part of the District or the District's past or present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns which Contractor believes or has reason to suspect may give rise to a claim by Contractor of breach, bad faith, negligence, fraud or any other form of liability against the District, Contractor shall advise the District in writing of such claim or potential claim within a reasonable period of time not to exceed thirty (30) days of its discovery, or Contractor shall be deemed to have waived the claim or potential claim and be forever barred from asserting that claim or potential claim (or any related claim) against the District. The purpose of this provision is to promptly advise the District of any claim or potential claim and to allow the District to immediately investigate, and, if necessary, address the claim or potential claim. Contractor agrees that its failure to notify the District of a claim or potential claim within thirty (30) days of its discovery shall be a complete bar to the pursuit of such claim or potential claim against the District and the District's past and present commissioners, officers, employees, insurers,

attorneys, agents, lessees, licensees, invitees, successors and assigns, in their individual and representative capacities.

5. Work Made for Hire. All work product, research, notes, drawings, blueprints, models, reports, analyses, documents, instruments, data, and other information prepared by Contractor in connection with the Work (collectively the “Work Product”) shall be deemed work made for hire and made in the course of the Work performed and provided under this Agreement. To the extent that the Work Product may not be considered work made for hire, all right, title and interest in the Work Product is hereby irrevocably assigned to the District by Contractor, and, as such, all Work Product shall belong exclusively to, and be the sole property of, the District.

6. Compensation and Written Invoices.

(a) Subject to the terms and conditions of this Agreement, the District shall pay Contractor for the performance and completion of the Work at the rates and in the manner set forth in Schedule A. Upon completion and acceptance of the Work in accordance with the terms and conditions of this Agreement to the satisfaction of the District, (i) Contractor shall send the District a written invoice detailing the time and authorized charges for such Work and (ii) notwithstanding anything in this Agreement to the contrary, all written invoices are payable within sixty (60) days of receipt by the District.

(b) Notwithstanding anything in this Agreement to the contrary, should Contractor fail to commence, provide, perform or complete any of the Work in a timely and diligent manner, in addition to any other rights or remedies available to the District, including the rights specified under Sections 2 and 3 herein, the District, in its sole discretion, may withhold any and all payments due and owing to Contractor until such time as Contractor resumes performance of its obligations in such a manner so as to satisfy the District.

(c) After being paid by the District, Contractor shall immediately pay all subcontractors, sub-subcontractors, materialmen and suppliers who have submitted invoices for Work already performed. If applicable, Contractor shall strictly comply with the provisions of the Florida Prompt Payment Act, sections 255.0705 through 255.078, Florida Statutes. Failure of Contractor to timely pay any subcontractors, sub-subcontractors, materialmen and suppliers shall, at the District’s option, be considered a breach of this Agreement and, as such, a Termination Event hereunder.

7. Licenses. Contractor represents and warrants to the District that it has the resources and expertise necessary to complete the Work in accordance with the terms and conditions of this Agreement. Contractor agrees to obtain and maintain throughout the entire term of this Agreement all of the licenses, authorizations, registrations and permits as are required to transact business in the United States, State of Florida, Collier County and the City of Naples and to carry out its obligations under this Agreement. The personnel, employees, agents, suppliers and subcontractors assigned by Contractor to perform the Work shall be qualified to perform the assigned duties and shall be individually licensed, authorized, registered and permitted to perform such duties if and as required by applicable law. Upon request of the District, Contractor shall provide the District with copies of all applicable licenses, authorizations, registrations and permits of Contractor and Contractor’s personnel, employees, agents, suppliers and subcontractors required under this Section 7.

8. Insurance. Contractor shall maintain all of the insurance coverage set forth in this Section 8 uninterrupted at all times while Contractor is providing the Work under this Agreement. In the event Contractor fails to comply with any of the insurance requirements hereunder, the District reserves the right to take whatever actions are deemed necessary to protect its interest. Contractor agrees that, to the fullest extent available, all insurance policies required hereunder shall provide that the District is an additional insured.



(a) Workers' Compensation/Employer's Liability. Contractor shall maintain workers' compensation/employer's liability insurance, and the maximum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

Part One:	“Statutory”
Part Two:	
Each Accident:	\$100,000.00
Disease – Policy Limit:	\$100,000.00
Disease – Each Employee:	\$100,000.00

(b) Commercial General Liability. Contractor shall maintain commercial general liability insurance (or broad form property damage covering all Services and other work performed by Contractor pursuant to this Agreement), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, without exclusion for independent contractors, shall be:

General Aggregate:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Products and Completed Operations:	\$1,000,000.00

The insurance required under this Section 8(b) shall include coverage for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Contractor under this Agreement or the use or occupancy of the District premises by, or on behalf of, Contractor in connection with this Agreement.

(c) Business Auto Liability. Contractor shall maintain business auto liability insurance (for all owned, hired and non-owned vehicles), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence – Bodily Injury and Property Damage Combined:	\$1,000,000.00
--	----------------

(d) Professional Liability/Malpractice. Contractor shall maintain professional liability/malpractice insurance, and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence:	\$1,000,000.00
Annual Aggregate:	\$2,000,000.00

The insurance required under this Section 8(d) shall (i) include coverage for all of the Work and any other services performed or provided by Professional, including, but not limited to, areas with possible environmental impact, without any exclusions unless approved in writing by the District, and (ii) notwithstanding anything herein to the contrary, be maintained and continued for a minimum uninterrupted period of four (4) years following the later of completion of all of the Work by Contractor or termination of this Agreement.

(e) General Requirements. Renewal certificates evidencing all of the insurance required under this Section 8 shall be sent by Contractor to the District thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Section 8 shall provide that the District shall receive at least thirty (30) days prior written notice in the event of any cancellation or

modification of any insurance coverage. All insurance coverage of Contractor shall be in addition to, and shall in no way be construed or interpreted to be a limitation of, Contractor's indemnification and other obligations to the District under Section 9 of this Agreement. It is expressly agreed that Contractor's policies of insurance required under this Section 8 shall be primary over any insurance which the District may maintain or carry, and that Contractor shall obtain from its insurers an endorsement waiving any other insurance clauses which may be in conflict with this provision, and evidence of such waiver shall be indicated on all insurance policies or certificates of insurance furnished to the District. Contractor shall be responsible and liable for ensuring that all of Contractor's personnel, employees, agents, suppliers and subcontractors who perform any of the Work carry and comply with the same insurance coverage and requirements required of Contractor under this Section 8. Upon the request of the District, Contractor shall deliver to the District copies of all insurance policies required hereunder.

9. Indemnification. To the fullest extent permitted by applicable law, Contractor shall indemnify and hold harmless the District and the District's past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in their individual and representative capacities, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the District may have under applicable law, including the doctrine of sovereign immunity under section 768.28, Florida Statutes, or otherwise. The District reserves the right, at its option, to participate in the defense of any suit, without relieving Contractor of any of its indemnification or other obligations hereunder. The obligations of this Section 9 will (i) survive termination of this Agreement and (ii) not be limited in any way by the amount of any insurance required to be obtained or maintained under this Agreement or by Contractor's limit or lack of sufficient insurance protection. If the provisions of this Section 9 are found to conflict in any way with Florida or other governing law, then this Section 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

10. Policies, Regulations And Procedures. Contractor shall comply with each of the following:

(a) any and all (i) policies and regulations of the District, as may be amended from time to time, (ii) regulations, compliance requirements or administrative guidelines binding upon or applicable to the District and (iii) all other procedures or rules on file in the offices of the Executive Director of the District or as hereafter promulgated, established or amended from time to time by the District in its sole discretion (collectively the "Policies, Regulations And Procedures"). The Policies, Regulations And Procedures are incorporated by reference and made a part of this Agreement. Upon request, Contractor shall have the right to review any of the Policies, Regulations And Procedures during regular business hours at the offices of the Executive Director of the District; and

(b) any and all applicable laws, statues, ordinances, codes, rules, regulations, orders, and governmental requirements.

11. No Waiver. The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the District of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach, of the same or any other provision hereof.

12. Severability. The invalidity of any one or more of the provisions contained in this Agreement shall not affect the enforceability of any or all of the remaining provisions hereof, all of which

are included conditionally on their being valid in law, and, in the event that any one or more of the provisions contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions had not been included.

13. No Assignment. Contractor shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of Contractor hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the District, which consent may be granted or withheld in the District's sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the foregoing shall be a default under this Agreement and, as such, a Termination Event hereunder.

14. Independent Contractor. Neither Contractor nor Contractor's personnel, employees, agents, suppliers, subcontractors, licensees or invitees shall be deemed to be a servant, employee, partner or joint venturer of the District. Contractor shall perform the Work and all of its other obligations under this Agreement as an independent contractor. Neither Contractor nor Contractor's personnel, employees, agents, suppliers, subcontractors, licensees or invitees shall hold themselves out as having the power or authority to bind or create liability for the District. Contractor shall not be treated as an employee for purposes of FICA, FUTA, federal, state, or local income tax, and Contractor shall be responsible for its own employment, social security, and other tax payments, as well as any other statutorily required coverage, including insurance.

15. Notices. All notices and communications under this Agreement shall be in writing and shall be delivered by hand, by nationally recognized overnight courier or by certified United States mail, return receipt requested, to the respective parties as follows:

If to the District: Collier Mosquito Control District  
Attention: Mark Grazewski, CFO  
600 North Road  
Naples, FL 34104

With Copy to the District's Counsel:  
Bond, Schoeneck & King, PLLC  
Attention: William L. Owens, Esq.  
4001 Tamiami Trail North, Suite 105  
Naples, Florida 34103

If to Contractor: \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either party hereunder may change its address under this Agreement by giving written notice to the other party in accordance with the requirements of this Section 15.

16. Attorneys' Fees. In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees (through all appeals).

17. Governing Law and Venue. This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle

that would refer to the laws of another jurisdiction). Each party hereto irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each party hereto consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. CONTRACTOR AND THE DISTRICT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

18. Section Headings. None of the Section headings of this Agreement shall be construed as a limitation upon the provisions hereof. Section headings have been inserted herein as a guide and partial index and not as a complete index of the contents of any Section or other provision of this Agreement. Whenever the singular or plural number, masculine or feminine or neuter gender is used in this Agreement, it shall equally include the other.

19. Counterparts. This Agreement may be executed in counterparts by manual signature or authenticated by any electronic signature or other method effective under applicable law, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

20. No Modification. No modification or change to this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

21. Encumbrances. Contractor's rights and privileges under this Agreement are subject and subordinate to any and all rights, liens, licenses, leases, tenancies, mortgages, uses, encumbrances and other restrictions which may now or hereafter bind the District or encumber its property and to all renewals, modifications and extensions thereof. Contractor shall, upon request of the District, execute any subordination documents which the District may deem necessary, but no such documents shall be required to effectuate the subordination by Contractor under this Section 21.

22. Further Assurances. From and after the execution and delivery of this Agreement, Contractor shall cooperate with the District in taking such actions, executing such instruments and granting such rights as may be reasonably necessary or requested by the District to effectuate the purposes of this Agreement and to perfect the rights and privileges granted and the obligations assumed hereunder.

23. No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of Contractor and the District, and their respective successors and assigns permitted hereunder, and no other person or entity shall have or acquire any right by virtue of this Agreement.

24. Florida Procurement Laws.

(a) Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Discriminatory Vendor List. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) Invoice Compliance. All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

(d) Travel Expenses. Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

(e) Public Records Access. The District may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Art. I of the Florida State Constitution and s. 119.07(1).

(f) Anti-Collusion Statement. By signing and submitting a bid (and entering into this Agreement), Contractor agrees and acknowledges that it has not divulged to, discussed or compared his/her bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever (NOTE: including there have been no premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact). Any such violation will result in the cancellation this Agreement.

(g) Duty to Cooperate with Inspector General. Contractor agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.

(h) Truth In Negotiation Certificate. The wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting and the original contract price and any additions thereto will be adjusted to exclude any significant sums by which Contractor determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

(i) Prohibition Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(j) State Funds. Any state funds provided for the purchase of or improvements to real property are contingent upon Contractor or the District granting to the State of Florida a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

(k) No Boycott/Prohibited Business. Contractor hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. The District may immediately terminate this Agreement without penalty or cost if any of the foregoing is not accurate.

(l) E-Verify. Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of the Agreement and shall expressly require any subcontractors performing Work or providing services hereunder to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. Contractor shall provide to the District, for itself and each subcontractor performing work or providing services hereunder, an E-Verify Affidavit in the form included in the 2024-02 Bid (as hereinafter defined) along with evidence of registration in the E-Verify system.

25. Florida Public Records Laws.

a. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (239) 436-1000, INFO@CMCD.ORG AND/OR 600 NORTH ROAD, NAPLES, FLORIDA 34104.

b. Contractor acknowledges and agrees that Contractor shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, Contractor hereby covenants and agrees that it shall:

i. keep and maintain public records required by the District to perform the services under this Agreement;

ii. upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the District; and

iv. upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

26. Invitation To Bid and Submittal. Contractor was the successful bidder under that certain Invitation To Bid and Bidding and Contract Documents - BID 2024-02 Immokalee Campus Development Project – Hangar ‘5’ issued by the District on March 19, 2024, as amended by that certain \_\_\_\_\_, including all attachments, exhibits, schedules, drawings, specifications and other documents contained or referenced therein along with any and all addenda or amendments thereto issued thereafter (collectively the “2024-02 Bid” which is incorporated into this Agreement and by reference made a part hereof). In response to the 2024-02 Bid, Contractor submitted to the District that certain \_\_\_\_\_, dated April \_\_\_\_\_, 2024, including all attachments, exhibits, schedules and other documents contained or referenced therein (collectively the “2024-02 Submittal” which is incorporated into this Agreement and by reference made a part hereof). Contractor hereby assumes, covenants and agrees to observe, comply with and perform all of the terms, conditions, covenants, representations, warranties, requirements, promises, agreements and obligations set forth in the 2024-02 Bid and 2024-02 Submittal; provided, however, to the extent of any inconsistency or conflict with any provisions contained in this Agreement with the 2024-02 Bid and 2024-02 Submittal, the provisions (or any portion thereof) which in the sole judgment of the District provides for the greatest protection, or otherwise operates in the best interest, of the District shall govern and control.

27. Entire Agreement. This Agreement (including Schedule A and any and all other attachments hereto) together with the 2024-02 Bid and 2024-02 Submittal represent the entire agreement between Contractor and the District and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. Any ambiguity in this Agreement shall not be construed against either party by virtue of having drafted this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

DISTRICT:

COLLIER MOSQUITO CONTROL DISTRICT,  
an independent special district and political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Patrick P. Linn, Executive Director

CONTRACTOR:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

## Schedule A

In addition to all of the obligations under this Agreement, the District and Contractor acknowledge, covenant and agree to all of the following terms, conditions, covenants and requirements:

Description of Work: The Work generally consists of providing all equipment, materials, tools, permits, labor and supervision necessary to perform and complete the District's project known as BID 2024-02 Immokalee Campus Development Project – Hangar '5.' In addition to all of the obligations under this Agreement, the specific Work to be performed by Contractor for the District is fully described and set forth in: (i) the 2024-02 Bid, including the "Technical Specifications" (as such term is defined in the 2024-02 Bid); (ii) the 2024-02 Submittal; (iii) any additional plans, specifications, drawings, contract documents or conditions required by the District pursuant to this Agreement; and (iv) any change orders, amendments or modifications to any of the foregoing required by District pursuant to this Agreement (all of which are incorporated herein by reference and made a part of this Agreement). All change orders relating to the Work must be approved in writing by the District.

Deadline for Satisfactory Completion: The Deadline For Satisfactory Completion of the Work by Contractor shall be as follows:

(i) The deadline for Contractor to achieve Substantial Completion (as hereinafter defined) shall be three hundred sixty five (365) calendar days from the date that the District first issues to Contractor a "Notice to Proceed" with the Work (the "Substantial Completion Deadline"); and

(ii) The deadline for Contractor to achieve Final Completion (as hereinafter defined) shall be ninety (90) calendar days from the date a certificate of occupancy for all of the Work is issued by Collier County, Florida (the "Final Completion Deadline").

As used herein, the term "Substantial Completion" means the stage in the progress of the Work when (a) all of the Work is sufficiently complete in accordance with this Agreement (including the "Technical Specifications" as such term is defined in the 2024-02 Bid) so that the District can utilize the Work for its intended and fully functioning use, (b) a final building inspection for all of the Work has been satisfactorily completed by Collier County, Florida, and (c) a certificate of occupancy for all of the Work has been issued by Collier County, Florida ("Substantial Completion"). As used herein, the term "Final Completion" means when all of the Work has been fully and finally completed to the satisfaction of the District, including all "punch list" and other items of Work which are still in need of repair or completion even though Substantial Completion of the Work has been achieved ("Final Completion").

Rates and Manner of Compensation: Notwithstanding anything in this Agreement to the contrary, the rates and manner of compensation for the Work shall be subject to and conditioned upon the following:

(i) Compensation shall be based on the actual Work awarded and satisfactorily performed (on a percentage of completion method) for those items listed in the 2024-02 Submittal at the prices contained in the 2024-02 Submittal, subject to modification by change order or reductions or withholdings as determined by the District in its sole discretion; provided, however, Contractor agrees that in no event shall the total compensation paid to Contractor for satisfactory completion of all of the Work under this Agreement exceed \$ \_\_\_\_\_;

(ii) All invoices from Contractor to the District must properly correlate to the Work completed and be approved in writing by the District; and



(iii) The District shall retain ten percent (10%) of each and every approved invoice for the Work until Final Completion of all of the Work.

Liquidated Damages: Notwithstanding anything in this Agreement or any other documents to the contrary, the District and Contractor agree to all of the following: (a) the District shall be entitled to damages attributable to delays in the performance and completion of the Work however caused, including if caused by any act or omission of Contractor or any entity under a contract with Contractor (whether directly or indirectly) or for whom Contractor is otherwise responsible (a “Stipulated Event”); (b) at the time of execution of this Agreement, it is extremely difficult, if not impossible, to ascertain with precise accuracy the amount of actual damages or other harm that the District would incur as a result of a Stipulated Event; (c) the liquidated damages sums specified in subparagraphs LD.1 and LD.2 of this Schedule A below (individually and collectively the “Stipulated Sum”), however, bears a substantial relationship to and approximate the actual damages the District is expected to incur from a Stipulated Event, represent reasonable compensation to the District from damages anticipated from a Stipulated Event and are not a penalty; (d) the Stipulated Sum is based on a fair and methodically reasonable attempt to predict damages resulting from a Stipulated Event (and, accordingly, neither the District nor Contractor may change the Stipulated Sum, or the basis therefor, in any future setting); (e) a material part of the consideration for which the District has bargained is Contractor’s willingness to assume the risk of pre-determined damages for a Stipulated Event (and Contractor has attempted to bargain for additional consideration in return for this risk); (f) time is of the essence in this Agreement; and (g) Contractor is familiar with provisions for liquidated damages and has the opportunity to receive the advice of an attorney with respect to this Agreement.

LD.1 In the event that Contractor does not achieve Substantial Completion of all of the Work on or before the Substantial Completion Deadline, Contractor covenants and agrees that Contractor shall pay the District as liquidated damages and not as a penalty a Stipulated Sum of Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00) per calendar day until such time that Contractor has achieved Substantial Completion of all of the Work; and

LD.2 In the event that Contractor does not achieve Final Completion of all of the Work on or before the Final Completion Deadline, Contractor covenants and agrees that Contractor shall pay the District as liquidated damages and not as a penalty a Stipulated Sum of One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00) per calendar day until such time that Contractor has achieved Final Completion of all of the Work.

Contractor covenants and agrees that the Stipulated Sum to be paid to the District in accordance with subparagraphs LD.1 and LD.2 of this Schedule A above may, at the District’s sole election, be first deducted from any sum due Contractor for Work performed and completed (and any excess or sums not so deducted shall be paid immediately by Contractor to the District, time being of the essence).

EXHIBIT A

Technical Specifications-Drawings

The MLM-Martin Architects, Inc., Plans and Specifications for Collier Mosquito Control District Immokalee Campus Development – Hangar ‘5’, dated March 12, 2024 (the “Technical Specifications”), are incorporated herein by reference and made a part of this bid request. The Technical Specifications are available for **download from the District’s website at [www.cmcd.org](http://www.cmcd.org) or directly at the following link:**

**<https://mlm-martin.sharefile.com/d-s6bcf9c75241e4ab59ce0b5ea15b091db>**

**In addition, you may contact the District’s Representative, Mark Grazewski, CFO, via phone at (239) 434-4652 or email at [Bids@cmcd.org](mailto:Bids@cmcd.org) to make arrangements for printed copies of the Technical Specifications.**

EXHIBIT B

Technical Specifications - Specifications

The MLM-Martin Architects, Inc., Plans and Specifications for Collier Mosquito Control District Immokalee Campus Development – Hangar ‘5’, dated March 12, 2024 (the “Technical Specifications”), are incorporated herein by reference and made a part of this bid request. The Technical Specifications are available for **download from the District’s website at [www.cmcd.org](http://www.cmcd.org) or directly at the following link:**

**<https://mlm-martin.sharefile.com/d-s6bcf9c75241e4ab59ce0b5ea15b091db>**

**In addition, you may contact the District’s Representative, Mark Grazewski, CFO, via phone at (239) 434-4652 or email at [Bids@cmcd.org](mailto:Bids@cmcd.org) to make arrangements for printed copies of the Technical Specifications.**