

NOTICE TO BIDDER

Invitation to Bid (ITB) for Construction

Matlacha Pine Island Fire Control District (MPIFCD) is requesting bids from qualified individuals/firms for the project identified below:

ITB No.: 2026-001

Project: CDBG-DR 10261 Demolition/Site Clearing/Construction of New Fire Station #2

Location: 5015 Stringfellow Road, Saint James City, Lee County, Florida

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills, and incidentals required for MPIFCD in conformance with solicitation documents, which include technical specifications and a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to (time) 4:00pm December 8, 2025, to 5700 Pine Island Road, Bokeelia, Florida, 33922. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from <https://www.pineislandfire.org>. Bidders who obtain Scope of Work/Specifications from sources other than <https://www.pineislandfire.org> are cautioned that the solicitation package may be incomplete. The official bidders list, addendum(da) and information must be obtained from <https://www.pineislandfire.org>. It is the bidder's responsibility to check for posted information. MPIFCD may not accept incomplete Bids.

For the purpose of discussing the proposed project, prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing to the Sole Point of Contact at the email address of Sarah Miles at Miles@pineislandfire.org.

Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract (Davis-Bacon Act), Section 3, Section 109, Section 504, E.O. 11246, Title VI and other Federal and State requirements.

Sincerely,

Benjamin Mickuleit

District Fire Chief

Matlacha Pine Island Fire Control District

Matlacha/Pine Island Fire Control District

Invitation to Bid # 2026-001

Construction of New Fire Station No. 2

INVITATION TO BID (ITB) FROM CONSTRUCTION FIRMS/COMPANIES FOR THE DEMOLITION/SITE CLEARING/CONSTRUCTION OF A NEW FIRE STATION NO. 2 LOCATED IN SAINT JAMES CITY, LEE COUNTY, FLORIDA

1.0 PROJECT INTRODUCTION, DESCRIPTION AND PURPOSE

1.1 As a recipient of the Community Development Block Grant Disaster Recovery (CDBG-DR) funding (federal funding), Lee County, a political subdivision and charter county of the State of Florida (“County”) entered into a Subrecipient Agreement with Matlacha Pine Island Fire Control District, an independent Special District (the “District”, “MPIFCD”, or “Owner”) whereby the District would reconstruct its current Fire Station No. 2.

1.1.1 To facilitate the demolition, site clearing, and construction of Fire Station No, 2, MPIFCD is seeking bids from qualified Construction Companies (“Bidder”) who are interested in the demolition of the existing station, clearing of the site, and the construction of a new state of the art Fire Station No. 2 to be constructed at the current location of the existing station, located at 5015 Stringfellow Road, Saint James City, Lee County, Florida,

This project requires the successful Bidder to have all state and local licenses necessary to perform the services described herein. The District will require a Bid Bond on this project.

1.2 The Matlacha/Pine Island Fire Control District encourages the use, participation and contract award with Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms in the provision of construction related services. These Florida Certified Enterprises should have a fair and equal opportunity to compete for dollars spent by the County to procure commodities and contractual services. Competition ensures that prices are competitive and that a broad contractor base is available. The MPIFCD will use good faith efforts to ensure that business enterprise contractors are aware of procurement and contract opportunities.

1.2.1 As a subrecipient of the CDBG-DR funds awarded to Lee County, the Matlacha Pine Island Fire Control District will comply with the procurement standards in 2 CFR 200 and the guidance of Lee County. While Lee County does not require set asides or participation quotas, subrecipients are expected to make special efforts to award contracts to Florida Certified Enterprise firms such as notifying such business enterprises of the opportunity to bid on CDBG-DR funded contracts. Goals have been established but are not mandatory. Those goals are included in the MPIFCD Procurement Policies and Procedures, January 2025 attached to this ITB.

1.2.2 Bidder is requested to indicate whether the firm and/or any proposed subconsultants are a Florida Certified Enterprise. Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race,

color, sex, or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Veterans Business Enterprise firms and similar are encouraged to submit.

1.3 Background. Established in 1963, the Matlacha/Pine Island Fire Control District has a paid staff of approximately 40 personnel. It protects 45 square miles with four (4) fire stations. The District's personnel answered 2,415 emergency calls in 2022, approximately 1,600 in 2023, and 1,994 in 2024. The Matlacha/Pine Island Fire Control District provides basic life support, advanced life support, rescue service, fire suppression, fire inspections, public fire education, CPR/First aid training and water rescue operations to a coastal island of approximately 10,000 residents.

1.4 Mission Statement. The District is dedicated to providing a strong community-oriented fire control and rescue service. The District will strive to provide the citizens of the community with quality, responsive, cost effective, life safety, and property conservation. This is accomplished through response, prevention, and education using well-trained personnel and well-maintained equipment and facilities while providing for the highest level of safety for ourselves and the community.

1.5 Historical Information. The existing Fire Station No. 2 was initially constructed in 1975 and has served the community well since that time. However, it has reached the end of its useful life and the District has determined that the best course of action would be to demolish and build a new fire station in the same area.

2.0 DEFINITIONS

2.1 Addendum/Addenda: A written change(s), addition(s), alteration(s), correction(s) or revision(s) to a bid or contract (Agreement/Contract). Addendum/Addenda may be issued following a pre-bid conference or as a result of a specification or work scope change to the solicitation.

2.2 Bid: The complete and properly signed response to the solicitation to be used as a basis for negotiations or for entering into a contract.

2.3 Bidder: One who submits a response to a solicitation, acting directly or through an authorized representative.

2.4 Bid Bond: Security in the form and amount required by this ITB pledging that the Bidder will enter into a contract on the terms stated in the Bid. A certified check or a cashier's check submitted in lieu of a Bid Bond shall be accepted.

2.5 Bid Documents: The Invitation to Bid and Attachments, the Notice to Bidder, the Bid, the Acknowledgement Forms, all Addenda issued prior to receipt of the Bid, and all forms signed and submitted by the Bidder.

2.6 Change Orders: Written order to the Contactor signed by the MPIFCD or its authorized representative, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by a Change Order. A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment in the Contract Price or the Contract Time.

2.7 Completion (Final): Acceptance of the Project by the MPIFCD as evidenced by its signature upon a final payment Certification and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the MPIFCD has assured itself by tests, inspections, or otherwise that all provisions of the Contract have been carried out as required.

2.8 Completion (Substantial): Acceptance of the Work by the MPIFCD when construction is sufficiently complete in accordance with the Contract Documents so the MPIFCD can occupy or utilize the Work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

2.9 Contractor: The vendor, individual, firm, joint venture, corporation, or the like (also acknowledged as the Successful Bidder) and its employees, and officers, with whom the MPIFCD has contracted, in response to this ITB, and who has the primary responsibility for performance of the work.

2.10 County: The Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successor, and assigns.

2.11 Days: Means a calendar day, unless otherwise specifically designated. A calendar day consists of twenty-four (24) hours measured from midnight to the next midnight.

2.12 Liquidated Damages: Damages paid in the form of monetary payment, agreed to by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. Such damages may be applied on a daily basis for as long as the breach is in effect.

2.13 Notice of Award: The written Notice given by the MPIFCD to the successful Bidder.

2.14 Responsible: A business entity or individual who is fully capable of meeting all the requirements of the bid solicitation documents and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

2.15 Responsive: A business entity or individual who has submitted a bid that fully conforms in all material respects to the bid solicitation documents and all of its requirements, including all form and substance.

2.16 Solicitation: An invitation to bid, used to obtain bids for the purpose of entering into a contract.

2.17 Surety: A company or individual that is bound by Contract bond with and for the Bidder/Contractor who is primarily liable and is responsible for Contractor's acceptable performance of the project and payment of all debts pertaining to the Bid Documents, Contract Documents (as appropriate) in accordance with Section 255.05, Fla. Stat.

3.0 ORDER OF PRECEDENTS

3.1 If a conflict arises between the terms and conditions, the following Order of Precedents will apply. In general, in the case of a conflict between regulations, the more restrictive requirement applies.

- 3.2 2 CFR §200.318-327, Federal Procurement Regulations and 2 CFR 200 (and its relevant parts)
- 3.3 Chapters 255 and 287, Fla. Stat.
- 3.4 CDBG-DR 10261, Community Development Block Grant Disaster Recovery
- 3.5 Supplemental Conditions for CDBG-DR Funded Projects
- 3.6 Matlacha Pine Island Fire Control District, Procurement Policies and Procedures - January 2025
- 3.7 Special Conditions, Supplemental Instructions, and Addenda
- 3.8 Lee Procurement Ordinance No. 25-11
- 3.9 The Guidelines of the Matlacha/Pine Island Fire Control Board
- 3.10 Written and fully executed Formal Contract between the District and the Successful Bidder/Contractor
- 3.11 Detailed Scope of Work
- 3.12 These Terms and Conditions

3.13 Applicable provisions of all federal, state, county, and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all Bids received in response hereto and shall govern any Bid by the MPIFCD by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

4.0 RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

4.1 It shall be the responsibility of the Bidder to assure compliance with all other federal, state, or county codes, rules, regulations, or other requirements, as each may apply. Any involvement with Lee County shall be in accordance with, but not limited to the above-referenced laws, as well as: Section 119.071, F.S. Public Records, General exemptions, Section 24(a), Article I, of the State Constitution; Chapter 215, F.S. regarding scrutinized companies and business operations; Chapter 218, F.S, regarding Public Bid Disclosure Act; Title XIX (Chapters 279-290), Fla. Stat. “Public Business,” Chapter 287, Fla. Stat., “Procurement of Personal Property and Services”; Section 337.168, Confidentiality of official estimates, identities of potential Bidders, and bid analysis and monitoring system; Section 607.1501(1) regarding prohibition against transacting business in Florida by or a foreign corporation until it obtains a certificate of authority from the State of Florida.

4.2 Local Business Tax Account: As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.

4.3 License(s): Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or services.

5.0 MINIMUM QUALIFICATIONS

5.1 Recent experience (at least ten (10) years) with constructing commercial buildings, similar in size and nature. Experience with government and public safety department layouts/configurations and services located in facilities in island communities, flood-prone areas, and in environmentally sensitive areas are highly desirable, if applicable. Experience with fire department standards and regulations is highly desirable as well.

5.2 Possession of all applicable and appropriate license(s) consistent with Chapters 471, 481, and 489, Florida Statutes, and thereby authorized to do business in the State of Florida.

6.0 SPECIFICATION, SCOPE OF WORK AND ACTIVITIES

6.1 If selected, the successful Bidder would be expected to perform the following services (as may be dictated by the response to the ITB):

6.1.1 Meet with the Architect, District Staff, and Agent(s) of the District to determine the site constraints of the fire station, as well as the specific needs of the District/Station, if necessary, to fully comprehend the needs contemplated to be addressed.

6.2 Option for a storage facility at the rear of the property (FEMA Storage Facility, dependent on available funding).

6.3 The MPIFCD supports and encourages initiatives to protect and preserve our environment. Bidder shall submit as part of any Bid the Bidder's plan to support the procurement of products and materials with recycled content. Bidder shall also provide a plan for reducing and/or handling any hazardous waste generated by Bidder company. In addition, Bidder is strongly encouraged to install equipment that is considered Energy Star or equivalent relative to conserving energy without compromising the temperature and quality of the product.

6.3.1 Contemplation of other environmentally sensitive considerations such as gopher tortoises.

6.3.2 The Florida Fish and Wildlife Conservation Commission has cleared the site for advancement of the project without any financial penalty based on the current survey. However, there is a cavity on the site that could potentially serve as a bat habitat in the future.) Bidder should include its (the cavity) existence and speak to how it might be addressed when contemplating its Bid. As such, thirty (30) days prior to construction, the cavity and surrounding area must be checked again for any signs of bat activity.

6.4 CDBG-DR mitigation set-aside and storm "tie-back" measures. The mitigation need for the reconstruction of Station 2 is driven by a combination of factors including, but not limited to 1) urban development, 2) response time goals, 3) equipment and technology upgrades, 4) risk assessment and 5) future planning and preparedness. (Related description included with Scope of Work)

6.5 The successful Bidder/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United State (including but not limited to iron, aluminum, steel, cement and other manufactured products).

6.5.1 Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

6.6 The Successful Bidder/Contractor agrees to achieve substantial completion of the project within 365 days. Notwithstanding, liquidated damages are triggered when substantial completion is not timely achieved. Failure to achieve substantial completion by the agreed date shall result in damages of \$1,500/day. Moreover failure to reach final completion and turn the building over with a certificate of occupancy within fifteen (15) days of substantial completion shall result in liquidated damages of \$1,500/day until Station No. 2 is functional, operational, and can be occupied.

7.0 SUBMISSIONS REQUIREMENTS

7.1 Interested companies should submit the following information in a succinct and cohesive manner.

7.2 A cover letter signed by the authorized company principal, including contact information for the bidding company, representative client list, and qualifications for this ITB. Provide a list of those key employee(s), along with their experience, who will be assigned to this project.

7.2.1 Include (list) all applicable licenses held for respective trades. Where licenses are required for a respective trade, provide a copy of those licenses

7.2.2 Company information to include a summary of the company's history, years in business, and proof of authorization to do business in Florida. Section 607.1501(1), Fla Stat. (e.g. registration with the Secretary of State, corporate governing documents, including company's W-9 form).

7.3 Provide a signed Bid. The Bidder's signature on the Bid guarantees that the prices quoted have been established without collusion with other Bidders and without effort to preclude the MPIFCD from obtaining the lowest possible competitive price. The Bidder certifies that its officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee, or agent of the MPIFCD.

7.4 Provide estimated pricing based on the scope of work, including any discounts and options, culminating with the total cost.

7.5 Provide a Bid Bond equivalent to 5% of the Bid.

7.5.1 A Bid Bond must be submitted on an approved paper Bid Bond Form and issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of State. A Certified Check or a Cashier's Check of not less than 5% of proposed dollar amount shall also be acceptable. Such alternate forms of bonding shall be drawn on a solvent bank or trust company, made payable to MPIFCD and shall have all necessary documentary revenue stamps attached (if required by law). Failure to submit a Bid Bond will cause the Bid to be rejected.

7.6 Provide a certificate of insurance. (If selected as the successful Bidder, the MPIFCD and the County must be listed as additional insureds).

7.7 Since all addenda become a part of the Bid, provide an Addendum/Addenda Acknowledgement Form(s) for any and all addenda issued, signed by an authorized Bidder representative and returned with the Bid. Failure to sign and return any and all Addenda Acknowledgement Forms may be grounds for rejection of the Bid. **(NOTE: The Bidder is solely responsible to check the MPIFCD**

website at <https://www.pineislandfire.org> seventy-two (72) hours before the closing time of this ITB to verify that they have reviewed any and all addenda that may have been issued for this ITB.)

7.8 Provide guarantee/warranty and information on service options, if applicable.

7.8.1 Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by MPIFCD for a minimum of twelve (12) months from the date of final completion.

7.8.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

7.8.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to MPIFCD.

7.8.3.1 Upon final completion, Contractor will provide all extended warranties from manufacturers, suppliers, and the like.

7.8.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from MPIFCD no expense to MPIFCD. MPIFCD reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to MPIFCD, any money which has been paid for same

7.9 Sealed Bids will be received by the Chief or designee at the administrative office of the District located at 5700 Pine Island Road, Bokeelia, FL 33922, until December 8, 2025, no later than 4:00pm. Bids received will be publicly opened and read aloud for the following: CONSTRUCTION FIRM FOR THE CONSTRUCTION OF A NEW FIRE STATION NO. 2 at a public meeting on December 8, 2025 at 4:15pm. The Matlacha/Pine Island Fire Control District will not accept Bids which arrive after 4:00pm on December 8, 2025 or at any location other than the address shown in this ITB.

7.10 Requests for extension of submission date and time will not be granted unless the MPIFCD determines, at its sole discretion, that the original date is no longer reasonable/viable, based on the circumstances presented with the request for an extension.

7.11 BID DOCUMENTS may be requested by visiting the MPIFCD website at <https://www.pineislandfire.org>. Bid documents are required for a bid submittal. Bid documents may also be requested from Sarah Miles at Miles@pineislandfire.org.

7.12 A Bid submitted prior to the ITB opening may be withdrawn by the Bidder. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bid provided that they are then fully in conformance with the requirements of the ITB. In order to withdraw a Bid, the Bidder must make the Sole Point of Contact aware of such intent in writing.

7.13 The Bidder is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the MPIFCD, in writing, and the MPIFCD shall issue written instructions to be followed. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB.

7.13.1 Calculation Errors: In the event of multiplication/addition error(s) by Bidder, the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

7.13.2 Any deviation from the specifications must be clearly noted in the Bidder's Bid. All decisions as to the acceptance of deviations are solely within the discretion of the MPIFCD, and the MPIFCD may reject any Bid as non-responsive if the MPIFCD determines the deviation will have an undesired effect on the quality of the services prescribed herein.

7.14 All Bids provided to the District are subject to the terms and conditions specified herein. Bids which do not comply with these conditions are subject to rejection and are subject to the order of precedents in Section 5 of this document. As the best interest of the MPIFCD requires, the MPIFCD reserves the right to:

7.14.1 Waive minor informalities and any minor irregularities in any Bid or responses received. A minor irregularity is a variation from the ITB which does not affect the financials of the Bid or give one Bidder an advantage or benefit not enjoyed by other Bidders or substantively change the requirements and/or specifications of this ITB or adversely impact the interest of the MPIFCD. Waivers, when granted, shall in no way modify the ITB requirements or excuse the Bidder from full compliance with the ITB specifications and other Agreement requirement if the Bidder is awarded the contract.

7.14.2 Determine equipment or other equivalency to MPIFCD's specifications in evaluating Bids.

7.14.3 Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a Bidder wishes to make a substitution in the specifications, the Bidder shall furnish to MPIFCD, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid MPIFCD in evaluating the substitution. Such information is submitted through the MPIFCD. Any such substitution shall be subject to MPIFCD approval through the issuance of a written addendum by MPIFCD's Representative. Substitutions shall be approved only if determined by MPIFCD to be an **Approved Alternate** to the prescribed specifications.

7.14.4 A bid containing a substitution is subject to disqualification if the substitution is not approved by MPIFCD. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

7.14.5 Reject any or all Bids, or a portion of any Bid.

7.14.6 Withhold the award of Agreement.

7.14.7 Select the Bidder deemed to be most responsible and qualified to fulfill the needs of the MPIFCD. The Bidder with the lowest cost may not necessarily be the one responsible and the most qualified, since several factors other than cost are important to the determination of the most responsive and Bid.

8.0 IMPORTANT DATES

Dates posted on the MPIFCD website	November 4, 2025
Issue Invitation to Bid	November 4, 2025
Pre-Bid Meeting	November 17, 2025
Bidder Questions Due	November 21, 2025
MPIFCD Responses to ITB Questions	November 26, 2025
Bid Submissions	December 8, 2025
Bid Opening	December 8, 2025
Anticipated Posting of Award	December 17, 2025
MPIFCD Board Meeting - Approval of Contract	January 28, 2026
Anticipated Project Start Date	February 1, 2026
Est. completion date - Approx.12 mos. from award	February 1, 2027

9.0 RIGHT TO NEGOTIATE

9.1 There is no obligation on the part of the MPIFCD to make an award as a result of this ITB. The MPIFCD reserves the right to award the Agreement to the most responsive, responsible, and qualified Bidder submitting a Bid that is most advantageous and in the best interest of the MPIFCD.

9.1.1 A contract will be awarded to the lowest responsible and responsive Bidder whose Bid meets all the requirements and qualifications set forth in this ITB. When multiple responses that are equal in all respects are received to a competitive solicitation, the Contract Award, or first opportunity to negotiate, as applicable, shall be determined by the flip of a coin.

9.1.2 When the tie has been broken pursuant to the above procedures, the Contract, Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.

9.1.3 If an Award or negotiation, is unsuccessful with the initial Bidder, Award, or negotiations may commence with the next highest Bidder, utilizing the tiebreaker step above to make the determination of next lowest Bidder, if necessary.

9.2 The MPIFCD's performance and obligations to pay under this agreement is contingent upon the funding of the Community Development Block Grant Disaster Recovery (CDBG-DR) awarded

by the Department of Housing and Urban Development, with Lee County acting as a pass-through entity and MPIFCD as a Subawardee.

9.3 Negotiations could include but are not limited to price and the terms and conditions of this ITB. After the award of this bid, MPIFCD reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. Should a satisfactory contract not be attainable with the successful Bidder, then the MPIFCD reserves the right to terminate negotiations, reject the Bid, and to continue negotiations with the next responsive Bidders that may lead to the issuance and award of an Agreement. (**NOTE:** If this provision is triggered, then the Bid Bond may be activated.)

9.4 Following the contract negotiations, a recommended contract will be submitted to the District for approval. If an agreement on the contract cannot be reached, the Chief will so notify the District Board, and if the Board concurs, it will direct that negotiations cease and direct the Chief to commence negotiations with the next-ranked Bidder. This process will continue until a contract is successfully negotiated or until the list of top-ranked companies has been exhausted.

9.5 The successful Bidder shall be required to execute the Contract included with this ITB and be able to provide the required insurance. Bidders not able to do this should not respond. Any request for a revision to the standard contract shall be submitted prior to the ITB due date in order to be considered. The Bidder understands that this ITB does not constitute an agreement or contract with the Bidder. District contracts are awarded only when a fully executed written agreement has been returned to the Bidder by the District.

9.6 The District reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the District.

9.7 No oral interpretation of this ITB shall be considered binding. The District shall be bound only when such statements are written and executed under the authority of the District. Any and all interpretations, responses to questions or supplemental instructions will be in the form of written addenda. Since all addenda become a part of the Bid, all Addenda Acknowledgment Forms shall be signed by an authorized Bidder representative and returned with the Bid on or before the ITB opening date and time. Failure to sign and return any and all Addenda Acknowledgment Forms may be grounds for rejection of the Bid. Failure of any Bidder to receive such addenda shall not relieve said Bidder from any obligation under the ITB submitted. All addenda issued shall become part of the Contract Documents.

10.0 BIDDER'S REQUIREMENTS (unless otherwise noted)

10.1 Responsive and Responsible: Only bids received from responsive and responsible Bidders will be considered. MPIFCD 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 ability to perform is satisfactory and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the Bidder to perform.

10.1.1 Additional sources may be utilized to determine credit worthiness and ability to perform.

10.1.2 Any Bidder or sub-contractor that will have access to secure facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal.

There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.

10.1.3 Bidders are responsible for ensuring that any required background screening is conducted in accordance with Chapter 435, Fla. Stat. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.

10.1.3.1 Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by MPIFCD at any time during such five (5) year period.

10.2 Bid - Past Performance: Bidders past performance and prior dealings with MPIFCD (i.e. failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in Bidder disqualification.

10.3 Submission packages, unless otherwise noted, will be considered only from Bidders normally engaged in the provision of the services specified here in. The Bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to MPIFCD. MPIFCD reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicated an inability of the Bidder to perform.

10.4 Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – Section 287.05701, F.S.: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that MPIFCD will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the MPIFCD'S governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

11.0 INSTRUCTIONS TO BIDDERS

11.1 The receipt, solicitation, and review of the bids will be conducted in accordance with the relevant regulations cited in Section 3 above.

11.2 Bids must be delivered to the address, date and time specified herein. The time/date stamped on the bid by Fire Control District personnel shall be the official timepiece for determining if a Bid has been received in a timely manner. A receipt will be provided for all Bids delivered consistent with this ITB. Bids, which for any reason are not available at this location at the prescribed time and date, will not be considered. It is the Bidders responsibility to assure the respective Bid is delivered on the correct date and time and at the specified location. Delivery of a Bid document to any other place is not acceptable. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.

Timely delivery of the Bid itself to the specified location is required. Offers by telephone, fax, or email are not acceptable under any circumstances.

11.2.1 It shall be the Bidder's sole responsibility to deliver the bid submission to the MPIFCD prior to or on the time and date stated. All references to date and time herein reference Lee County, FL, local time.

11.2.2 MPIFCD shall not be responsible for delays caused by the method of delivery such as, but not limited to, the Internet, United States Postal Service, overnight express mail services(s), or delays caused by any other occurrence.

11.3 This ITB is issued by the MPIFCD and its Sole Point of Contact is Sarah Miles, Finance Manager at 5700 Pine Island Rd., Bokeelia, FL 33922 miles@pineislandfire.org.

11.4 Each Bidder must submit one (1) original, two (2) copies, and one (1) electronic media (flash drive) of its bid.

11.4.1 Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.

11.4.2 Limit the color and number of images to avoid unmanageable file sizes.

11.4.3 The submission should not contain links to other web pages.

11.4.4 If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.

11.4.5 Include any information requested to analyze your bid (i.e. required submittals, literature, technical data, financial statements).

11.5 The original hard copy Bid shall be in a separate envelope or box, clearly marked as "Original" with the ITB number, name of Bidder, and the due date on the outside. (A Sealed Bid Label Form is included for your use.) The original hard copy shall contain an original "wet" (manual) signature of the authorized person signing the Bid. Failure to include an original signed copy may be grounds for rejection of the Bid and the Bidder being found non-responsive without further evaluation.

11.6 Questions and requests for information may not be rearranged, regrouped, responded to individually, or divided in any way. Bidders may not communicate with any officer, agent, or employee of the Matlacha Pine Island Fire Control District (MPIFCD) concerning this ITB, except with the Sole Point of Contact, identified herein. If this provision is violated, MPIFCD reserves the right to reject Bidder's Bid.

11.6.1 The MPIFCD will not give official verbal answers to inquiries regarding the specifications, or official verbal instructions prior to the award of this ITB. Any questions concerning conditions and specifications shall be directed in writing to the MPIFCD Sole Point of Contact stated herein for receipt by the question end date and time indicated herein. Inquiries must reference the bid opening date and time and ITB number. No interpretation shall be considered binding unless provided in writing by the MPIFCD in the form of an addendum. The MPIFCD is not liable for any increased costs resulting from the Bidder accepting verbal direction.

11.7 There will be a Pre-Bid Conference held by the Chief or designee on November 17, 2025 at 2:30pm at Matlacha/Pine Island Fire Control District Fire Station 1, 5700 Pine Island Road, Bokeelia, Florida 33922. The Pre-Bid conference is generally non-mandatory, but it is highly recommended that prospective Bidders participate. All questions and answers are considered informal. All prospective Bidders are encouraged to obtain and review the solicitation document prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Sole Point of Contact identified on the first page of the Bid Document.

11.8 Bidders are expected to examine the specifications and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

11.9 In submitting a Bid to this ITB, Bidder agrees not to use the results therefrom as a part of commercial advertisement. Any use of the MPIFCD's name shall not be implied as a direct or indirect endorsement on behalf of the MPIFCD.

11.10 The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submitted of any bid, or for any travel and per diem costs that are incurred by any Bidder.

12.0 GENERAL CONDITIONS

12.1 This ITB is limited to the terms and conditions contained on its face and those expressly incorporated by reference. Notwithstanding when provided to MPIFCD, any and all additional or different terms or conditions included in Bidder's acknowledgement, Bid, invoice, quote, or any other document, ("Additional or Different Terms") such Additional or Different Terms will be deemed to be material alterations, or a Bid to add terms to, or change terms of this ITB, and notice of objection to them is hereby given. Any such Additional or Different Terms shall be void. The MPIFCD hereby unequivocally rejects any all Additional or Different Terms, unless MPIFCD expressly accepts such Additional or Different Terms in a writing by an authorized representative of MPIFCD and made a part of this ITB.

12.2 Bidder shall warrant that there is no action, suit, proceeding, inquiry or governmental agency, public board or body, pending, or to the best of the Bidder's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Successful Bidder's obligations or diminish the Successful Bidder's obligations or diminish the Successful Bidder's financial ability to perform the terms of the proposed contract.

12.3 The MPIFCD may upon mutual agreement with the Successful Bidder, require, by written order, changes altering, adding to, or deducting from the agreement specifications, provided that such changes are within the general scope of the agreement. Such equitable adjustments require the written consent of the Bidder, which shall not be unreasonably withheld.

12.4 This is a non-exclusive agreement. The MPIFCD reserves the right to obtain additional like services and to contract for these services in the future. Nothing herein shall be interpreted to prohibit such future actions related to this Agreement. The MPIFCD reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

12.5 Successful Bidder/Contractor will indemnify, defend, and hold harmless the MPIFCD, and their officers, employees and representatives, from and against any and all liability, damages, losses, expenses, claims, debts, demands, suits, actions, judgments, bodily injuries or sicknesses so any person, or damage, destruction, or loss of use of any property arising out of, or related to, the services provided by the Successful Bidder/Contractor (including reasonable attorneys' fees) to the extent caused, in whole or in part, by the negligent acts or omissions or willful misconduct of the Successful Bidder/Contractor, their employees, or agents.

To the extent allowable by law, the MPIFCD will indemnify Contractor for the gross negligent acts or illegal acts of its officers and employees while acting in the scope of their employment by MPIFCD. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy available to each party under the laws of the State of Florida, (2) the consent of the MPIFCD or the State of Florida or their agent and agencies to be sued, or (3) a waiver of sovereign immunity of the MPIFCD or of the State of Florida beyond the waiver provided in section 768.28, Florida Statutes.

Without intending to create any limitation relating to the survival of any other provisions of this Agreement, both parties agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement.

12.6 Bidder acknowledges that the District is a special district of Lee County and, as such, is subject to Chapter 119, Public Records, Florida Statutes. Proposals are a public record and shall be subject to disclosure consistent with Chapter 119. Marking the proposal "confidential" or "proprietary" does not exclude all or any part of the Bid from disclosure under public records requirements. To claim the bid or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes, state in writing and with particularity the reason for the conclusion that the bid is exempt or confidential and exempt, provide a redacted version of the bid showing those portions claimed to be exempt or confidential and exempt. Bids submitted with claimed exemptions shall be reviewed and release of these records shall be at the District's discretion. The District shall be the sole arbiter to Bidder's exemption claim. Failure to notify the District of claimed exemptions constitutes a waiver and the submittal will be released as requested.

12.6.1 MPIFCD **will not reveal engineering estimates or budget amounts for a project** unless it is in the best interest of MPIFCD. According to Section 337.168, Fla. Stat. a document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of Section 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

12.7 The materials submitted in response to the ITB become the property of the District upon delivery and as such, will not be returned.

12.8 In accordance with Chapter 287, Fla. Stat., Procurement of Personal Property and Services, Section 287.133, Public entity crime, denial or revocation of the right to transact business with public entities. 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 or contract to provide any goods or services to a public entity.

12.9 It is understood and agreed that nothing contained herein is intended or should be construed as in any way making the Contractor the agent or representative of the MPIFCD for any purposes in any manner whatsoever. Contractor is, and shall remain, an independent contractor with respect to all services to all services performed under this Agreement.

12.10 No default, delay, or failure to perform on the part of Contractor or MPIFCD shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or in actions of governmental authorities, epidemics, war, embargoes, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

12.11 In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.12 Neither party shall assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of the other party. Contractor may, however, assign its right to payments (but none of its obligations) for financing purposes.

12.13 The Award of this ITB is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the District or any of its departments. Further, all Bidders must disclose the name of any District employee who owns directly or indirectly, an interest of five percent (5%) or more in the Bidder's company or any of its branches.

13.0 PROTEST RIGHTS

13.1 Any Bidder that has submitted a formal Bid to MPIFCD and who is adversely affected by a intended decision with respect to the Award, has the right to protest an intended decision posted by MPIFCD as part of the solicitation process.

13.2 Notice of Intended Decision is posted on the MPIFCD's website. Bidders are solely responsible to check for information regarding the Solicitation.

13.3 Refer to the "Procurement Protest" section of the Procurement Manual for a complete description of the protest process and associated requirements. The ordinance is posted on the MPIFCD's website or may be obtained by contacting the MPIFCD.

13.4 In order to preserve the right to protest, a written "***Notice of Intent to File a Protest***" **must be filed with the MPIFCD within seventy-two (72) hours of Posting of the Notice of Intended Decision.**

13.4.1 The notice shall clearly indicate all grounds being claimed for the protest.

13.4.2 The notice must be physically received by the MPIFCD within the required time frame described above. No additional time will be granted for mailing.

13.5 Following receipt of the Notice of Intent to File a Protest, a “**Protest Bond**” and “**Formal Written Protest**” must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.

13.6 Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the MPIFCD’S Procurement Policy shall constitute a waiver of the right to protest and shall bar any resulting claims.

13.7 The protest shall only come from the firm submitting the Bid. Subcontractors cannot file protests.

14.0 ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

14.1 The Bidder agrees to comply, in accordance with Section 287.134, Fla. Stat., Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to MPIFCD hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

14.2 The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability, or marital status. The Bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability, or marital status.

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

14.4 An entity or affiliate which has been placed on the State of Florida’s Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or a contract with a public entity for the construction or repair of a public building or public work, may not award or perform work as a vendor, supplier, sub-contractor, or consultant or subconsultant under with any public entity, and may not transact business with any public entity.

14.5 It is the policy of the District to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

15.0 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

15.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose

of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2 The Bidder agrees to comply with the requirements of Section 3 and to the greatest extent feasible seek to meet the safe harbor benchmarks of 25% of the total number of labor hours works by all workers are Section 3 workers and that 5% of the total number of labor hours worked by all workers are Targeted Section 3 workers, as defined at 24 CFR 75.21.

15.3 The Bidder agrees to submit required Section 3 certifications and a Section 3 Plan with the Bid.

15.4 The Bidder agrees to be responsible for and comply with Section 3 reporting requirements, as well as certain information (i.e. weekly payroll reports, etc.) in support of Davis-Bacon/Section 3 compliance/monitoring activities.

16.0 LABOR STANDARDS DAVIS-BACON AND RELATED ACTS

16.1 The Bidder agrees to comply the Federal Labor Standards Provisions including Davis-Bacon Act (DBA) regarding the payment of prevailing wage rates, the Contract Work Hours and Safety Standards Act (CWHSSA) that requires time and one-half pay for overtime hours, the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA) that governs federal minimum wage rates and overtime.

16.2 Bidders should consult the HUD Davis-Bacon and Labor Standards: Agency/CONTRACTOR Guide and the Davis-Bacon and Labor Standards: CONTRACTOR Guide Addendum. Both guides are available online from HUD at: [Davis-Bacon and Labor Standards: Agency/CONTRACTOR Guide and CONTRACTOR Addendum - HUD Exchange](#).

16.3 Any penalty imposed on the Owner due to non-compliance of the Davis-Bacon Act will be borne by the Contractor.

17.0 ANTI-LOBBYING CLAUSE (Cone of Silence)

17.1 Following Section 287.057(23), Fla. Stat., upon the issuance of the solicitation, prospective Bidders or any agent, representative or person acting at the request of such Bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Evaluation Review Committee, agent or employee of the MPIFCD other than the MPIFCD's designated Sole Point of Contact. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder may be declared non-responsible.**

18.0 ANTITRUST VIOLATION

18.1 A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal,

or reply for any new contract to provide any goods or services to MPIFCD; may not submit a bid, proposal, or reply for a new contract with MPIFCD for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property MPIFCD; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with MPIFCD; and may not transact new business with MPIFCD.

19.0 DRUG-FREE WORKPLACE

19.1 MPIFCD encourages Drug-Free Workplace programs.

20.0 SUBCONTRACTING

20.1 Contractor shall obtain prior written approval of subcontractors and the work they will perform as stated in the Scope of Work. A subcontractor is defined as an entity performing work within the scope of the project who is not an employee of the Contractor.

20.2 Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Bid Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures. Contractor shall be fully responsible to the District for all acts and omissions of the contractors, and other individuals or entities performing or furnishing any of the work just as contractor is responsible for contractor's own acts and omissions.

21.0 BONDS

21.1 All required bonds shall be from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of the contractual obligations and the payment of labor and material expended pursuant to the Contract whenever and in such amounts as is deemed necessary by the County. An alternative surety devices, such as a cashier's check or a certified check, may be authorized by the District.

21.1.1 In order to be acceptable to MPIFCD, a Surety Company issuing Evidence of Bond ability, Bid Guaranty Bond, 100% Public Payment Bond, and 100% Performance Bonds or Cashier's Check in an equivalent amount called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

21.1.2 The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by an agent with satisfactory evidence of its authority to execute the bond being submitted.

21.2 In accordance with Section 255.05, Florida Statutes, a Payment and Performance Bond is required. Such bonds shall be for 100% of the total awarded contract amount by a surety company considered satisfactory by MPIFCD and otherwise authorized to transact business in the State of Florida shall be required from the successful Bidder. This shall insure the faithful performance of the obligation imposed by the resulting contract and protect MPIFCD from lawsuits for non-payment of debts incurred during the successful bidder performance under such Contract. Any change orders equal to 10% of the contract price or greater shall require a Bond rider in the amount of the increase.

21.2.1 A public Payment and Performance bond must be properly executed, by the Surety Company and successful Bidder/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by MPIFCD of the approval to award the Contract.

21.2 A **Cashier's Check or a Certified Check** may be accepted by MPIFCD in lieu of the Public Payment and Performance Bond.

21.3 Only MPIFCD authorized form(s) may be accepted.

21.4 A Bid bond is required at 5% of the bid amount. Unsuccessful Bidders are entitled to a full refund of their Bid Bond.

21.4.1 The Bid Bond Security of the Bidder will be retained until the Bidder and MPIFCD have entered into the Contract, whereupon the Bid Bond/Security may be returned. The Bid Bond/Security of a Bidder whom MPIFCD believes to have a reasonable chance of receiving the Award may be retained by MPIFCD until the effective date of the Contract, whereupon any Bid Bond/Securities furnished may be returned.

21.5 Personal Checks are not acceptable to MPIFCD as a Bid Security.

22.0 PAYMENT PROCEDURES

22.1 Unless otherwise noted, all vendors are requested to mail an original invoice to:

Matlacha/Pine Island Fire Control District
5700 Pine Island Rd. Bokeelia, FL 33922
Attn: Sarah Miles, Finance Manager

22.2 All invoices will be paid as directed by the MPIFCD'S payment procedure unless otherwise stated in the detailed specifications for this project.

22.2.1 Before MPIFCD can approve the release of payment, the schedule of values and release of liens must be submitted before the end of the month for approval by Architect.

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

22.4 MPIFCD is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. MPIFCD will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

23.0 AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

23.1 This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. MPIFCD will not be financially responsible for the purchases of other entities from this solicitation.

24.0 CONTRACT ADMINISTRATION

24.1 Designated Contractor Contact:

24.1.1 The successful Bidder shall appoint a person(s) to act as a primary contact for MPIFCD. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.

24.1.2 MPIFCD requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford MPIFCD access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

24.2 **Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications) **As stated in the Notice to Proceed and/or stated in this solicitation.**

24.2.1 MPIFCD reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.

24.2.2 MPIFCD's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

24.3 Basis of Bid Award:

24.3.1 The Bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible Bidder.

24.3.2 In the event the lowest responsible and responsive Bid for a project exceeds the available funds MPIFCD may negotiate an adjustment of the Bid price with the lowest responsible and responsive Bidder, in order to bring the total cost of the project within the amount of available funds.

24.3.3 MPIFCD reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the Bids received. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award.

24.3.4 The basis of award shall be determined by the lowest total bid price based on available funds. MPIFCD intends to award to the lowest total bid, including the Alternate Work. If available funds do not cover the Alternate Work, then the award shall be made to the lowest Base bid (which includes Phases 1, 2, 3).

24.4 Agreement/Contract:

24.4.1 The successful Bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document is included in this ITB as an attachment.

24.5 Records:

24.5.1 Retention - The Bidder shall maintain such financial records and other records as may be prescribed by applicable federal and state laws, rules, and regulations. Unless otherwise stated in the specifications, the Bidder shall retain these records for a period of five years after final payment, or until they are audited by MPIFCD, whichever event occurs first.

24.5.2 Right to Audit/Disclosure - These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to MPIFCD personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule GS1-SL. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with Chapter 119, Florida Statutes, specifically to:

24.5.2.1 Keep and maintain public records required by MPIFCD to perform the service.

24.5.2.2 Upon request from MPIFCD's custodian of public records, provide MPIFCD 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 or as otherwise provided by law.

24.5.2.3 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to MPIFCD.

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

24.5.2.5 Public Record: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE MPIFCD.**

24.5.2.6 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 with its services hereunder, include any documents bearing the professional seal of the successful Bidder, and shall be delivered to and become the property of MPIFCD, prior to final payment to the successful Bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer-aided drafting programs.

24.6 Termination:

24.6.1 The Contract may be Terminated for Cause by MPIFCD, at the sole discretion of the MPIFCD Fire Chief or Board, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. CONTRACTOR failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. CONTRACTOR failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. CONTRACTOR becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. CONTRACTOR becomes the subject of any proceeding

under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the CONTRACTOR's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for CONTRACTOR or any of the CONTRACTOR's property and such appointment endangers the CONTRACTOR's proper performance hereunder; 6. A determination that the CONTRACTOR is in violation of federal, state, or local laws or regulations and that such determination renders the CONTRACTOR unable to perform any aspect of the Agreement.

24.6.2 OPPORTUNITY TO CURE In the event that CONTRACTOR fails to perform a contractual requirement or materially breaches any term or condition, MPIFCD may issue a written cure notice. The CONTRACTOR may have a period of time in which to cure. MPIFCD is not required to allow the CONTRACTOR to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of MPIFCD. Time allowed for cure shall not diminish or eliminate CONTRACTOR's liability for damages, or otherwise affect any other remedies available against CONTRACTOR under the Agreement or by law. If the breach remains after CONTRACTOR has been provided the opportunity to cure, MPIFCD may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar CONTRACTOR from receiving future solicitations or other opportunities; 6. Require CONTRACTOR to reimburse MPIFCD for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

24.6.3 TERMINATION FOR CAUSE In the event the MPIFCD Fire Chief or Board, in his/her sole discretion, determines that the CONTRACTOR has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the MPIFCD Fire Chief or Board has the right to terminate this Agreement, in part or in whole. The MPIFCD Fire Chief or Board shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the MPIFCD Fire Chief, or if such corrective action is deemed by MPIFCD to be insufficient, the Agreement may be terminated. MPIFCD reserves the right to withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the CONTRACTOR or a decision by MPIFCD to terminate the Agreement. In the event of termination, MPIFCD shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the CONTRACTOR was not in material breach; or (2) failure to perform was outside of CONTRACTOR's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of MPIFCD provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

24.6.4 TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, MPIFCD, at the sole discretion of the MPIFCD Fire Chief or Board, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after

mailing to the CONTRACTOR. If this Agreement is so terminated, MPIFCD shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by MPIFCD prior to the effective date of Agreement termination. MPIFCD shall have no other obligation whatsoever to the CONTRACTOR for such termination..

24.6.5 The MPIFCD Fire Chief or Board may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the MPIFCD Procurement Policies and Procedures.

24.6.6 Any Bidder who has voluntarily withdrawn from a solicitation without MPIFCD's mutual consent during the contract period shall be barred from further MPIFCD procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the MPIFCD Fire Chief or Board.

24.6.7 MPIFCD reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

24.6.7.1 CONTRACTOR is found to have submitted a false certification as provided under Section 287.135 (5), Fla. Stat.;

24.6.7.2 CONTRACTOR has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Section 215.473, Fla. Stat.);

24.6.7.3 CONTRACTOR has engaged in business operations in Cuba or Syria (Section 215.471 Fla. Stat.);

24.6.7.4 CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (Section 215.4725, Fla. Stat.);

24.6.7.5 MPIFCD reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed advantageous to MPIFCD.

25.0 **WAIVER OF CLAIMS**

25.1 Once this contract expires or final payment has been requested and made, the successful Bidder shall have waived any claims against MPIFCD concerning this contract. After that period, MPIFCD will consider the Bidder to have waived any right to claims against MPIFCD concerning this Agreement/Contract.

26.0 **INSURANCE REQUIREMENTS**

26.1 To ensure the indemnification obligation contained herein the successful Bidder/Contractor, prior to the execution of the Agreement/Contract, shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the insurance coverages set forth, as well as a certificate of insurance (COI), in accordance with the terms and conditions required by this section. Each insurance policy shall clearly identify the forgoing indemnification as insured and the subject contract as an insured contract.

26.1.1. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

26.2 A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000) per aggregate Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsement, and must include:

- Premises and/or operations
- Subcontracted contractors, if any
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability
- MPIFCD and Lee County named as additional insureds.

26.3 Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined with single limits for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsement, and must include

- Owned vehicles, if applicable
- Hired and non-owned vehicles, if applicable
- Employers' non-ownership, if applicable.

26.4 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Fla. Stat., as may be amended from time to time, the Workers' Compensation Law of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of five Hundred Thousand Dollars (\$500,000.00) each accident.

26.5 The Contractor shall be responsible for keeping the District currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the District. Copies of the notices shall be sent by fax, hand delivery, or regular mail to the addresses stated at the top of this Contract.

Includes Professional Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- h **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

- d **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per occurrence

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. Under the Description of Operations, the following must read as listed:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

27.0 SAFETY DATA SHEETS (SDS) (as applicable)

27.1 In accordance with Chapter 443, Florida Statutes, it is the Vendor's responsibility to provide MPIFCD with Safety Data Sheets on bid materials, as may apply to this procurement.

28.0 DEBRIS DISPOSAL (as applicable)

28.1 Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles, or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

29.0 SHIPPING (as applicable)

29.1 Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidder's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection, and storage (if available) of equipment and material delivered. All pricing to be F.O.B. destination.

29.2 The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by MPIFCD and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.