

**North Collier Fire Control and Rescue District**

**Invitation to Bid  
Fire Station 49 Construction**

**ITB No. 2025-002  
October 6<sup>rd</sup>, 2025**

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## **Instructions to Bidders**

The North Collier Fire Control and Rescue District ("District") is requesting Bids from qualified contractors for construction of Fire Station 49 as further described in Section 1.2 included in this Invitation to Bid ("ITB" or "solicitation").

### **Section 1. Instructions to Bidders**

#### **1.1 Background**

The North Collier Fire Control and Rescue District ("District") is an independent special district governed by Chapter 2015-191, Laws of Florida, and Chapters 189 and 191, Florida Statutes, and provides emergency fire and medical rescue services to an approximately 264-square mile area in Collier County, Florida.

The District currently owns and operates ten (10) fire stations in strategic locations across the District. The District Administration Headquarters is located at 1885 Veterans Park Drive, Naples, FL 34109. Notwithstanding, Bids will be submitted to 6495 Taylor Rd, Naples, FL 34109.

The District has a policy related to the procurement of professional services, which can be found in Policy 212 Procurement.

#### **1.2 General Scope of Work**

This is for the construction of a new Fire Station 49 located at Parcel ID 00155884304, Cocohatchee Road, Naples, Florida 34110 (the "Project"). The Project will include a 15,000 square foot building for fourteen (13) firefighters, office space, a conference room, apparatus bay, Decon area, fire gear storage, firefighter bunks and living space. The Project also includes parking.

The Work must be performed in accordance with the attached Architectural Plans and includes the following:

Architecture, Structural, Site Development, Landscape, Site Lighting, Electrical, Plumbing, HVAC and Fire Alarm Plans, along with Fire Protection System design criteria. (collectively, the "Plans.")

#### **1.3 Solicitation Documents**

Bids shall be submitted in accordance with the Instruction to Bidders using the various forms included in the Bid Documents. The Bid Documents also include the Contract Documents, Plans, and all attachments listed below. A copy of this ITB may be obtained at no charge by visiting [www.northcollierfire.com/procurement](http://www.northcollierfire.com/procurement) or by contacting Deputy

Chief Kris Thomas at [KThomas@northcollierfire.com](mailto:KThomas@northcollierfire.com) or by calling 239-552-1369. In this document, the terms "ITB" and "solicitation" have the same meaning.

The District has no responsibility for the accuracy, completeness, or sufficiency of any information obtained from any source other than as listed above. Persons who obtain information from any source other than as listed above may receive incomplete or inaccurate information and may not receive addenda or other revisions that may be issued.

The following attachments are included in this solicitation:

Attachment 1 – Bid Form

Attachment 2 – Signature and Addenda Acknowledgement Form

Attachment 3 – Reference Form

Attachment 4 – Public Entity Crimes Statement

Attachment 5 – Bid Bond

Attachment 6 – E-Verify Affidavit

Attachment 7 – Human Trafficking Affidavit

Attachment 8 – Non-Collusion Affidavit

Attachment 9 – Subcontractors and Suppliers Declaration

Attachment 10 – Agreement including Insurance Requirements

Attachment 11 – Alleged Negligence/ Breach of Contract or Non-Compliance Disclosure Form

Attachment 12a – Architectural Plans

Attachment 12b – Structural Plans

Attachment 12c – Site Development Plans

Attachment 12d – Landscape Plan

Attachment 12e – Site Lighting Plan

Attachment 12f – Electrical Plan

Attachment 12g – Plumbing Plan

Attachment 12h – HVAC Plan

Attachment 12i – Fire Alarm Plan

Attachment 12j – Fire Protection System, Design Criteria

Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications. It is the District's intent to contract directly with a Contractor for the construction services necessary to complete the Project. The Contractor will be the single (lead) point of contact and have contractual responsibility for all services contracted by the District for the Project.

#### **1.4 Questions and Communications**

Bidders to this solicitation or persons acting on their behalf may not contact any District employee or Board member concerning any aspect of this solicitation, except in writing as provided below. Violation of this provision may be grounds for rejecting a Bid.

All questions concerning this solicitation must be submitted in writing via electronic mail to Deputy Chief Kris Thomas at [KThomas@northcollierfire.com](mailto:KThomas@northcollierfire.com) using "**ITB Question – Fire Station 49 Construction**" as the subject line. Questions must be submitted on or before the deadline listed below. The District will not answer questions submitted in any other manner or questions submitted after the deadline.

### **1.5 Deadlines**

Deadlines for submitting questions and for submitting a Bid are provided in Section 1.8. If Bidder has questions or desires to propose a change to a term or condition of this solicitation or the Agreement included in this solicitation, Bidder must identify its request by submitting a question by email as instructed in Section 1.4. The District may not consider proposed changes to the Agreement after the question submittal deadline provided below and will only make changes to the Agreement if it determines that it is in the best interest of the District.

### **1.6 Addenda**

The District will post answers to questions and any revisions to this solicitation as written addenda on the District's web site at [www.northcollierfire.com](http://www.northcollierfire.com). The District may issue addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation documents unless set forth in an Addendum that expressly modifies or supplements them. Bidders are responsible for reviewing the District's website for the District's responses to any questions timely submitted.

### **1.7 Pre-Bid Conference**

A non-mandatory pre-Bid conference will be held on October 28th at 2:00PM EST. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid. Information presented at the pre-Bid conference does not alter this solicitation or the contract documents. The District will issue Addenda if it makes any changes to the contract documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-Bid conference will not be binding or legally effective unless incorporated in an Addendum.

### **1.8 Anticipated Schedule**

The following is the District's schedule for the selection of a Bidder to provide construction services. The District may modify the scheduled dates if it determines that it is in the

best interest of the District and if that occurs, the District will provide any changes by posting an Addendum.

**Table 1 – Procurement Schedule**

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise ITB	October 6 <sup>th</sup> , 2025
Non-Mandatory Pre-Bid conference	Oct 28th, 2025 at 2:00PM EST
Deadline to submit questions	Nov 14th, 2025 at 12:00PM EST
Deadline to submit Bids	Dec 5th, 2025 at Noon EST
Bid opening	Dec 8th, 2025 at 9:00AM EST
Board of Commissioners meeting	Dec 18th, 2025 at 9:00 AM EST

**Section 2. Submittal Process**

This section provides the requirements for the submittal in response to this solicitation.

**2.1 Bidder Requirements**

**2.1.1. Responsive and Responsible:** 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 that Bidder’s ability to perform is satisfactory, and reserves the right to reject Bids where evidence submitted, or investigation and evaluation indicates an inability for the Bidder to perform.

**2.1.2. Basis of Bid:** The Bid price must include all costs for the Project including any amounts for contractor's overhead, costs, profit, and other expenses.

**2.1.3. Past Performance:** Bidder’s past performance and prior dealings (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in Bidder disqualification.

**2.1.4. Minimum Qualifications:**

1. Bidder must be a contractor licensed to do business in the state of Florida and must provide a copy of its contractor license.
2. Bidder must have completed at least one (1) fire station or other building of similar size within the last seven (7) years in accordance with the Florida Building Code. Bidder must provide a completed reference form for each project including all of the

information required on the reference form. A minimum of one (1) reference must be submitted.

3. Bidder must not have a record of poor past performance or prior dealings as evidenced by the Negligence, Breach of Contract or Non-Compliance Disclosure Form or any other information obtained by the District that indicates such. If no action has been taken or is pending, Bidder must indicate "None" on the disclosure form.

## **2.2 Bid Submittal**

All Bids must be delivered in a sealed envelope to the District at 6495 Taylor Rd, Naples, FL 34109 on or before the deadline provided above. The Bid must be clearly marked as "**Bid to ITB No. 2025-002 Fire Station 49 Construction**" marked on the outside of the sealed envelope, which shall also include the Bidder's return address.

The District assumes no responsibility for Bids not properly marked. Receipt of a Bid by any District office, receptionist or personnel other than provided above will not constitute "delivery" as required by this solicitation. The District will not accept Bids delivered in any manner other than as prescribed in these instructions. If the Bid is delivered after the established deadline or is not submitted at the correct location or in the designated manner, a Bidder will be deemed non-responsive to the solicitation requirements.

Bids that are incomplete, conditional, obscure, or do not conform to the requirements contained in this solicitation may be rejected as nonresponsive at the sole discretion of the District. The District reserves the right to reject all Bids and not grant any award resulting from this solicitation. The District also reserves the right to waive nonmaterial irregularities and technicalities. If awarded, no contract will be formed between the Bidder and the District until an agreement is executed by both parties.

Upon submittal of its Bid, Bidder agrees to be bound by all terms and conditions of this solicitation. The District will not pay for any expenses a Respondent incurs in preparing a response to this solicitation.

## **2.3 Preparation of Bid**

### **Bidder must complete and submit the following documents with its Bid:**

- Attachment 1 - Bid Form
- Attachment 2 - Signature and Addenda Acknowledgement Form, including:
  - Copy of Contractor License
  - Evidence of authority to sign the Bid (if a corporation, partnership or joint venture)
- Attachment 3 - Reference(s) (to Verify Minimum Qualifications) – a minimum of one (1) reference is required
- Attachment 4 – Public Entity Crimes Statement
- Attachment 5 – Bid Bond
- Attachment 6 – E-Verify Affidavit
- Attachment 7 – Human Trafficking Affidavit
- Attachment 8 – Non-Collusion Affidavit
- Attachment 9 – Subcontractors and Suppliers Declaration
- Attachment 10 - Agreement including Insurance Requirements
- Attachment 11 - Alleged Negligence/ Breach of Contract or Non-Compliance Disclosure Form

Bidders must complete every blank on the Bid Form typed or in ink and must initial any erasures or alterations.

A Bid by a corporation must be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown below the signature. A Bid by a limited liability company must be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature. A Bid by a joint venture must be executed by each joint ventures in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

A Bid by an individual must show the Bidder's name and official address.

All names must be typed or legibly printed in ink below each signature. A Bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the Bid of the individual signing. When requested by District, Bidder must furnish evidence of the authority of the person signing the Bid.

On the signature sheet, Bidder must provide a list of all Addenda issued and acknowledge receipt of each of them.

Bidder must provide its postal and e-mail address and telephone number for communications regarding the Bid.

## **2.4 Bid Bond/Security**

**Each Bidder shall submit a Bid Bond or other security acceptable to the District in an amount equal to at least five percent (5%) of the Total Lump Sum Base Bid.** Bidder must submit one (1) Original Bid Bond/Security to the District with its Bid submission. The Bid Bond/Security is a Bid guaranty and will be forfeited to the District if the Bid is accepted by the District and the Bidder fails to execute a contract with the District accompanied by the required bonds and certificates of insurance coverage and endorsements. If the District is required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay the District's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

The District will accept the following types of Bid Security:

- **Certified Check or Cashier's Check.** Any Certified Check or Cashier Check submitted in lieu of a Bid Bond must be drawn on a solvent bank or trust company, made payable to the District Board of Commissioners and must have all necessary documentary revenue stamps attached (if required by law); or
- **Bid Bond.** Bidders may use the Bid Bond form attached to this solicitation or one that is substantially similar and contains the same terms. The Bid Bond must be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of State.

## **2.5 Substitute And "Or-Equal" Items**

The Agreement, if awarded, will be on the basis of materials and equipment specified or described in the Bid Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bid Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to District, application for such acceptance (other than previously approved by Addenda) will not be considered by District until after the Effective Date of the Agreement.

## **2.6 Subcontractors, Suppliers, And Others**

**2.6.1.** Each Bidder shall submit to District with its Bid the List of Subcontractors, completed with the names of all such Subcontractors, Suppliers, individuals, including leased employees, or entities proposed for those portions of the Work for which such identification is required ("Subcontractors and Suppliers Declaration"). Such list shall be accompanied by a separate experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier,

individual, or entity if requested by District. If District, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, District may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

**2.6.2.** If apparent Successful Bidder declines to make any such substitution, District may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities and meets all of the requirements of the bid solicitation. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, including leased employees, or entity so listed and against which District makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to District subject to revocation of such acceptance after the Effective Date of the Agreement.

**2.6.3.** Successful Bidder shall not be required to employ any Subcontractor, Supplier, individual, including leased employees, or entity against whom Successful Bidder has reasonable objection.

**2.6.4.** Bidder shall be responsible for any and all work performed by Subcontractor, Supplier, individual, or entity, regardless of whether the District accepts the use of the Bidder's proposed Subcontractor, Supplier, individual, or entity.

## **2.7 Modification and Withdrawal of Bid**

A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids as provided in Section 1.8, or as amended.

If within twenty-four (24) hours after Bids are opened any Bidder files a duly signed written notice with the District and promptly thereafter demonstrates to the reasonable satisfaction of the District that there was a material and substantial mistake in the preparation of its Bid, then Bidder may withdraw its Bid. Thereafter, if the Work is rebid, that Bidder may be disqualified from submitting a Bid on the Work.

## **Section 3 Selection Process**

### **3.1 Bid Opening**

All sealed Bids meeting the submission deadline will be publicly opened at a meeting at 9:00AM EST on Dec 8th, 2025, at 1885 Veterans Park Drive, Naples FL 34109, in Sanford Hall.

### **3.2 Review of Bids and Contract Award**

The District reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The District may reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsive and responsible. The District may also reject the Bid of any Bidder if District believes that it would not be in the best interest of the District to make an award to that Bidder.

More than one Bid from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one (1) Bid may be cause for disqualification of that Bidder or the rejection of all Bids in which that Bidder has an interest.

It is the District's intent to award the contract to the lowest responsible and responsive Bidder based on the submitted Bid Form if the Bid has been submitted in accordance with the requirements of the Bid documents. The District reserves the right to waive informalities or irregularities in any Bid and to accept the Bid which is, in the District's judgment, in the District's best interest.

### **3.3 Additional Rights of the District**

In connection with this procurement process and in addition to Section 3.2, the District reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this solicitation, in whole or in part, at any time prior to the execution of the contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a Bid and accept and review a nonconforming Bid.
- Reject a Bid containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the District.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, contacting independent parties, or any other means.

### **3.4 Notice of Intended Decision**

The Notice of Intended Award will be posted for review by interested parties on the District's website at [www.northcollierfire.com/procurement](http://www.northcollierfire.com/procurement) and at 1885 Veterans Park Dr, Naples, FL 34109

### **3.5 Protest of District Decisions**

#### **3.5.1. Notice of Protest and Formal Written Protest**

By submitting a response to this solicitation, Respondents acknowledge the District's policy on procurement, Policy 212, and agree to the process for filing a protest set forth in these instructions. No time will be added to the time limits provided below for service by mail.

*1. Protest of terms, conditions or specifications of a solicitation*

With respect to a protest of the terms, conditions, and specifications contained in a solicitation, 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, the notice of protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

*2. Protest of the District's decision or intended decision*

Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

#### **3.5.2. Contents of Formal Written Protest**

The formal written protest must be printed or typewritten, and must contain:

1. The name and address of the person or firm filing the protest and an explanation of how the person or firm is adversely affected;
2. A statement of how and when the competitive solicitation, or notice of District decision or intended decision was received;
3. A statement of all disputed issues of material fact, and if there are none, a statement so indicating;
4. A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;

5. A demand for relief; and
6. Any other information material to the protest.

### **3.5.3. Filing**

All notice of protests and formal written protests shall be filed with the District Clerk at the Fire District's Administrative Office at 1885 Veterans Park Drive, Naples, FL 34109, Monday through Friday, during normal business hours, excluding holidays. Filings may be submitted via hand delivery, U.S. Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or formal written protest is not timely filed unless received by the District within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in these instructions shall constitute a waiver of all claims.

### **3.5.4. Protest Bond**

Any person who files an action protesting a decision or intended decision of the District, shall at the time of filing the formal written protest provide a bond payable to the District, in an amount equal to one percent (1%) of the total base Bid plus any alternate Bids, or \$10,000, whichever is less. Failure to post the bond at the time of filing the written protest will constitute a waiver of a person's right to challenge the District's action.

### **3.5.5. Stay of Procurement**

Upon receipt of a formal written protest that has been timely filed, the Bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final action by the Board of Commissioners, unless the Fire Chief, with the concurrence of the Board, sets forth in writing particular facts and circumstances that require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. The District will provide notice that a contract solicitation has been stayed either electronic mail or U.S. mail to all Bidders.

### **3.5.6. Resolution of Formal Written Protest**

The Fire Chief, or his or her designee, shall consider and investigate all written protests in a timely manner. The District will provide an opportunity for the protestor to meet with the Fire Chief, or his or her designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the Fire Chief shall state in writing that there was no resolution. The Fire Chief will make a recommendation

to the Board of Commissioners, and the Board of Commissioners will then make a final decision to either uphold the recommendation, reject the recommendation, and send it back for further action, reject all proposals, or do something other than what the Fire Chief has recommended.

## **Section 4 Contract Requirements**

### **4.1 Contract**

A copy of the construction contract ("Agreement") is included in this ITB package as Attachment 10. The Agreement contains bond and minimum insurance requirements that must be satisfied for the contract to be executed by the District. The successful Bid will be incorporated into the Agreement with terms acceptable to the District in its sole discretion. **By submitting a Bid, Bidder agrees to all the terms and conditions of this solicitation and those included in the attached contract.** If Bidder desires to propose a change to a term or condition of this solicitation or the District's contract, Bidder must identify its request by submitting a question by email in accordance with Section 1.4. After the District issues the Notice of Award, District will provide the Agreement to the successful Bidder. The successful Bidder shall sign and deliver the required number of counterparts of the Agreement, attached documents, and certificates of insurance to the District within fifteen (15) days after District provides it.

### **4.2 Insurance and Payment and Performance Bond**

The Agreement sets forth District's requirements concerning insurance. When the successful Bidder delivers the executed Agreement to the District, it must be accompanied by evidence of the required insurance and bonds.

### **4.3 Sales and Use Taxes**

The Bidder is responsible for paying all applicable state and federal sales and use taxes on materials and equipment it uses for the Project. All such taxes must be included in the Bid.

## **Section 5 Other Legal Matters**

### **5.1. Scrutinized Companies**

By submitting a Bid to this solicitation, Bidder certifies that it is in compliance with Section 287.135, Florida Statutes. Bidder certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Bidder certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. Bidder

acknowledges the remedies provided in Section 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

## **5.2 Public Entity Crimes**

Bidder understands the requirements of Sections 287.132 and 287.133, Florida Statutes, and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Bidder certifies that it is in full compliance with Sections 287.132 and 287.133, Florida Statutes, and will notify the District if it becomes non-compliant. Bidder shall provide an executed Public Entity Crimes statement with its Bid.

## **5.3 E-Verify**

As required by Section 448.095, Florida Statutes, consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a Bid, Bidder certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, and has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees.

## **5.4 Human Trafficking Affidavit**

By submitting a response to this solicitation, Bidder certifies that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and if selected, Bidder will submit an affidavit attesting to its compliance when it executes the contract with the District.

## **5.5 Responsible Vendor Determination**

Bidder is hereby notified that Section 287.05701, Florida Statutes, provides that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

## **5.6 Public Records**

Upon receipt, Bids will be subject to disclosure under Florida Public Records laws including Chapter 119, Florida Statutes. All responses will become the property of the District and, at the sole discretion of the District, may not be returned to the Bidder. A Bidder may invoke exemptions to disclosure provided by law, in the Bid to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the District, pursuant to Chapter

119, Florida Statutes, for public disclosure of proprietary property of the Bidder, the District will advise the Bidder of such request and it will be the Bidder's sole burden and responsibility to defend its claimed exemption. Section 119.071(1)(b), Florida Statutes, exempts sealed Bids from inspection, examination, and duplication until such time as the District issues a notice of intended decision or within thirty (30) days after opening the Bids, whichever is earlier. This exemption is not waived by the public opening of the Bids. ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE DISTRICT'S PUBLIC RECORDS CUSTODIAN AT LFREIBURG@NORTHCOLLIERFIRE.COM, BY MAIL AT THE 1885 VETERANS PARK DRIVE, NAPLES, FL 34109, OR BY PHONE AT 239-597-3222.

### **5.7 Cooperation with Inspector General**

Bidder agrees to comply with Section 20.055(5), Florida Statutes, and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.