

January 26, 2024

**ITB No. 24-001  
Invitation to Bid for  
Construction of Fire Station No. 172**

**Sanibel Fire & Rescue District**

The Sanibel Fire & Rescue District ("District") is requesting bids from qualified contractors for construction of fire station 172 as further described in the Scope of Work included in this Invitation to Bid ("ITB" or "solicitation").

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## **Section I – Instructions to Bidders**

### **Background**

The Sanibel Fire & Rescue District is an independent special district of the State of Florida, created and existing under Chapters 189 and 191 Florida Statutes to provide emergency fire and rescue services within its service area.

### **General Scope of Work**

This work is for construction of a new two-story Fire Station to replace the old one-story fire station located at 5171 Sanibel Captiva Rd, Sanibel, FL 33957 (the "Project"). The old station was deemed structurally unstable after Hurricane Ian. The District will demolish the old station and adjacent landscaping as part of another permit. Demolition of the remaining site, as indicated in the drawings, is part of this scope of work.

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

- 1) 100% Construction Documents dated 12.22.23
- 2) Specification book (Vol 1 & Vol 2)

### **Solicitation Documents**

A copy of the solicitation may be obtained at no charge by visiting the District's website at [www.sanibelfire.com](http://www.sanibelfire.com). The District has no responsibility for the accuracy, completeness, or sufficiency of any documents obtained from any source other than listed above. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information and failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

In this solicitation for bids, the terms "bid" and "response" have the same meaning and the terms "bidder" and "respondent" have the same meaning.

### **Questions and Communications**

Respondents 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 response.

For all inquiries concerning this solicitation respondents may only contact Fire Chief Kevin Barbot at [kbarbot@sanibelfire.com](mailto:kbarbot@sanibelfire.com). Questions must be submitted in writing via electronic mail to [kbarbot@sanibelfire.com](mailto:kbarbot@sanibelfire.com) using "**Question re: ITB No. 24-001 Fire Station Construction**" as the subject line. Questions must be submitted on or before the deadline listed below. The District will not answer questions submitted after the deadline.

### **Deadlines**

The deadline for submitting questions regarding this solicitation is **February 15th, 2024 at 2:00 PM.**

The deadline for submitting a response to this solicitation is **March 4<sup>th</sup>, 2024 at 10:30 AM.**

### **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.sanibelfire.com](http://www.sanibelfire.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. Respondents are responsible for reviewing the District's website for the District's responses to any questions timely submitted.

### **Pre-Bid Conference**

A mandatory pre-bid conference will be held on February 9<sup>th</sup>, 2024 at 10:00 AM at Sanibel Fire Headquarters – Station 171 - 2351 Palm Ridge Rd, Sanibel, FL 33957. 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.

### **Anticipated Schedule**

The following is the District's schedule for the selection of a respondent to provide construction services. The District reserves the right to delay scheduled dates if it determines that it is in the best interest of the District.

| <u>Milestone</u>             | <u>Date</u>            |
|------------------------------|------------------------|
| Advertise ITB                | 01/26/2024             |
| Mandatory Pre-Bid conference | 02/09/2024 at 10:00 AM |
| Deadline to submit questions | 02/15/2024 at 02:00 PM |
| Deadline to submit Bids      | 03/04/2024 at 10:30 AM |
| Bid Opening                  | 03/04/2024 at 11:00 AM |

### **Bidder Requirements**

**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.

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

**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.

### **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 fire station of similar size and scope within the last 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.

3. Bidder must have constructed at least one building in either an AE zone or a V zone as identified on FEMA flood maps. Bidder must provide a completed reference form for each project including all of the information required on the reference form.
4. Bidder or its key personnel must have constructed at least one project funded with federal funds in compliance with federal funding requirements attached as Exhibit D to the Contract including the Davis-Bacon Act. Bidder shall provide a completed reference form for each project including all of the information required on the reference form.
5. 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.

### **Response Submittal**

All responses must be delivered in a sealed envelope to the District at 2351 Palm Ridge Rd, Sanibel, Florida 33957 on or before the deadline provided above. The Response must be clearly marked as **"Response to ITB No. 24-001 Fire Station Construction"** as the subject line of the email or marked on the outside of the sealed envelope, which shall also include the Respondent's return address.

The District assumes no responsibility for responses not properly marked. Receipt of a response 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 responses delivered in any manner other than as prescribed in these instructions. If the response is delivered after the established deadline or is not submitted at the correct location or in the designated manner, a Respondent will be deemed non-responsive to the solicitation requirements.

Responses 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 responses 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 respondent and the District until an agreement is executed by both parties.

Upon submittal of its response, respondent agrees to be bound by all terms and conditions of this solicitation. The District will not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.

### **Preparation of Bid**

#### **Bidder must complete and submit the following documents:**

- Bid Schedule
- Signature Sheet
- Evidence of authority to sign the bid (if a corporation, partnership or joint venture)
- Copy of Contractor License
- References (to Verify Minimum Qualifications)
- Alleged Negligence/ Breach of Contract or Non-Compliance Disclosure Form
- Public Entity Crimes Statement
- Bid Bond

Bidders must complete every blank on the bid schedule 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.

The Bid must provide Bidder's state contractor license number.

### **Bid Bond/ Security**

**Each Bidder shall submit a Bid Bond or other security acceptable to the District in an amount equal to at least 5% of the Total Lump Sum Base Bid plus the Bid Alternate.** Bidder must submit one 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.

### **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.

If within 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.

### **Bid Opening**

All sealed bids meeting the submission deadline will be publicly opened at a meeting at 11 AM on March 4th, 2024, at Sanibel Fire Headquarters – Station 171 - 2351 Palm Ridge Rd, Sanibel, Florida 33957.

### **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 for the same work 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 bid for the Work 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 schedule 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.

### **Contract**

A copy of the construction contract is included in this ITB package. The contract 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 contract with terms acceptable to the District in its sole discretion. **By submitting a response, respondent agrees to all the terms and conditions of this solicitation and those included in the attached contract.** If respondent desires to propose a change to a term or condition of this solicitation or the District's contract, respondent must identify its request by submitting a question by email as provided herein. After the District issues the Notice of Award, District will provide the Contract to the successful bidder. The successful bidder shall sign and deliver the required number of counterparts of the Contract, attached documents, and certificates of insurance to the District within 15 days after District provides it.

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

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

### **Compliance with Federal Laws and State Funding Requirements**

This project may be funded with federal financial assistance from the Federal Emergency Management Agency (FEMA). The selected contractor must comply with all applicable federal laws, regulations, executive orders, and FEMA requirements. Per 2 C.F.R. § 200.326, the contract must contain all applicable required contract provisions provided in Exhibit C to the contract in accordance with Appendix II to 2 C.F.R. Part 200. This project may be funded with state financial assistance. The selected contractor must comply with all

requirements imposed by a state agency providing funds for the project.

### **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 Work. All such taxes must be included in the Bid.

### **Owner Direct Purchase**

The District intends to directly purchase approximately 20% of the cost of eligible items for this Project under the District's Owner Direct Purchase Policy contained in its Procurement Policy. The District will work with the selected contractor to identify those items in the contract. A copy of the District's Procurement Policy is available on the District's website.

### **Notice of Intended Decision**

The Notice of Intended Decision will be posted for review by interested parties on the District's website at <https://www.sanibel-fire.com/rfq-rfp> and at 2351 Palm Ridge Rd, Sanibel, FL 33957.

### **Protest of District Decisions**

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

By submitting a response to this solicitation, respondents 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.

*a. 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 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

*b. 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 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

#### *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.

#### *Filing*

All notice of protests and formal written protests shall be filed with the District Clerk at Sanibel Fire Station 171 - 2351 Palm Ridge Rd, Sanibel, FL 33957 Monday through Friday, excluding holidays, during normal business hours. 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.

#### *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 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.

#### *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 Executive Director, 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 respondents.

#### *Resolution of Formal Written Protest*

The Executive Director, 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 Executive Director, 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 Executive Director shall state in writing that there was no resolution. The Executive Director 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 Executive Director has recommended.

### **Florida Statutory Requirements**

1. **Scrutinized Companies.** By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent 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, respondent 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. Respondent acknowledges the remedies provided in Subsection



287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

2. **Public Entity Crimes.** Respondent 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. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the Authority if it becomes non-compliant. Bidder shall provide an executed Public Entity Crimes statement with its Bid.
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 response, respondent 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.
4. **Public Records.** Upon receipt, responses will be subject to disclosure under Florida Public Records laws including Chapter 119, Florida Statutes. Respondents may invoke exemptions to disclosure provided by law, in the response 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 Statute, for public disclosure of proprietary property of the respondent, the District will advise the respondent of such request and it will be the respondent's sole burden and responsibility to defend its claimed exemption. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the District issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. Any questions regarding the application of Chapter 119, F.S., to this solicitation may be directed to the District's public records custodian by telephone at (239) 472-5525, or by email at [cjackson@sanibelfire.com](mailto:cjackson@sanibelfire.com).
5. **Responsible Vendor Determination.** Respondent 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.

## REFERENCE FORM

Respondent must provide this form for each reference as required by the solicitation.

Respondent Name: \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

Date Project Completed: \_\_\_\_\_

Respondent Project Manager: \_\_\_\_\_

Description of Work performed as required by the solicitation's minimum qualifications:

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SWORN STATEMENT PURSUANT TO SECTION 287.133, FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Immokalee Water and Sewer District by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Name typed, printed, or stamped: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and  
 (Bidder's Name)  
 \_\_\_\_\_ a Corporation licensed to do  
 (Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto **SANIBEL FIRE & RESCUE DISTRICT (“DISTRICT”)**, an independent special district in the State of Florida, in the SUM OF \_\_\_\_\_ for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_

WHEREAS, said Principal is herewith submitting a Bid for the construction of:

**ITB #** \_\_\_\_\_ **Title** \_\_\_\_\_

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the DISTRICT and provide other Insurance as may be required to the DISTRICT within seven (7) calendar days after the written Notice of Award date, or within such extended period as the DISTRICT may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said DISTRICT in money the difference between the amount of the Bid of said Principal and the amount for which said DISTRICT may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said DISTRICT if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of Commissioners for the District that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

|   |   |
|---|---|
| Witness as to Principal:<br><br>_____<br>signature<br><br>_____<br>print name<br><br>Witness as to Surety:<br><br>_____<br>signature<br><br>_____<br>print name | _____<br>(Principal) (SEAL)<br><br>_____<br>print name<br><br>_____<br>(Surety's Name) (SEAL)<br><br>_____<br>By: As Attorney in-Fact, Surety |
|---|---|

Affix Corporate Seals and attach proper Power of Attorney for Surety.

**Signature Sheet**  
**ITB No. \_\_\_\_\_**

The Bid Schedule submitted by Bidder will remain firm for a period of 60 days from the date it is submitted or for such longer period of time that Bidder may agree to in writing upon request of the District. If a contract is awarded, the bid price will remain firm throughout the full term of the contract and will not be subject to increase for any reason whatsoever except as expressly provided in the contract.

Bidder accepts all of the terms and conditions of the Invitation to Bid including the contract.

The District will determine whether to accept the Bid Alternate for the Training Roof after a contract is awarded.

Bidder acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
|                 |               |
|                 |               |
|                 |               |
|                 |               |
|                 |               |

BIDDER hereby submits its Bid as set forth above.

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

|  |  |
|--|--|
| <p><b>Bidder:</b></p> <p>_____</p> <p>Business Name</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print name</p> <p>_____</p> <p>Print title</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Florida Contractor License No.</p> | <p>_____</p> <p>address</p> <p>_____</p> <p>_____</p> <p>phone</p> <p>_____</p> <p>email</p> <p>_____</p> <p align="center"><b>Attachments:</b><br/> Copy of Florida Contractor License<br/> Evidence of authority to sign</p> |
|--|--|

**ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM**

Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 5 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in party by the proposer in the last 5 years.

Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

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

| <b>Type of Incident</b><br><i>Alleged Negligence, Breach of Contract, or Non-Compliance</i> | <b>Incident Date And Date Filed</b> | <b>Plaintiff</b><br><i>(Company, person, entity-acted against your company or state if your company initiated the action)</i> | <b>Case Number</b> | <b>Court</b><br><i>(Name of State and County)</i> | <b>Project</b><br><i>(Address and Name)</i> | <b>Allegation</b><br><i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i> | <b>Final Outcome</b><br><i>(Who prevailed and how)</i> |
|---|-------------------------------------|---|--------------------|---|---|--|--|
|   |                                     |   |                    |   |   |  |  |
|   |                                     |   |                    |   |   |  |  |
|   |                                     |   |                    |   |   |  |  |
|   |                                     |   |                    |   |   |  |  |

Make as many copies of this sheet as necessary to **provide a 5-year history** of the requested information. If there is no action pending or action taken in the last 5 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your response. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance.

Page Number: \_\_\_\_\_ of \_\_\_\_\_ Total pages