Collier County

PROCUREMENT SERVICES DIVISION

COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION INVITATION TO BID

FOR

IMMOKALEE SPORTS COMPLEX
PHASE 1A & 1B

SOLICITATION NO.: 26-8703

HANNAH JONES, PROCUREMENT STRATEGIST II
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
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This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Bidder may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

Collier County

PROCUREMENT SERVICES DIVISION

INVITATION TO BID - COUNTY BID NO. 26-8703

Immokalee Sports Complex Phase 1A & 1B

Sealed bids for the construction of Immokalee Sports Complex Phase 1A & 1B will be received electronically until **3:00 P.M. LOCAL TIME**, on the **2** day of **November 2026 on the County's on-line bidding system:** https://procurement.opengov.com/portal/collier-county-fl**.** All bids will be publicly opened and read aloud. Any bids received after the time and date specified will not be accepted and shall be returned unopened to the Bidder. The anticipated project budget is: $6,240,000.

A non-mandatory pre-bid conference shall be held at the Procurement Services Division, 3295 Tamiami Trail East Bldg C-2, Conference Room A, Naples, Florida at **2:00 P.M. LOCAL TIME** on the **16** day of **October**, **2026** at which time all prospective Bidders may have questions answered regarding the Bidding Documents for this Project.

Bids shall be received online by the Bid Date of **November 2, 2026**. No bid shall be considered unless it is made on unaltered Bid forms which are included in the Bidding Documents. One contract will be awarded for all Work. Bidding Documents may be examined on the Collier County Procurement Services Division Online Bidding System website: https://procurement.opengov.com/portal/collier-county-fl. Copies of the Bidding Documents may be obtained only from the denoted website. Bidding Documents obtained from sources other than the Collier County Procurement Services Division website may not be accurate or current.

Each bid shall be accompanied by a certified Bid Bond in an amount not less than five percent (5%) of the total Bid to be retained as liquidated damages in the event the Successful Bidder fails to execute an Agreement and file the required bonds and insurance within ten (10) calendar days after the receipt of the Notice of Award. The Successful Bidder acknowledges and agrees that it shall execute the Agreement in the form attached hereto and incorporated herein.

The Successful Bidder shall be required to furnish the necessary Payment and Performance Bonds, as prescribed in the General Conditions of the Contract Documents. All Bid Bonds, Payment and Performance Bonds, Insurance Contracts and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. Attorneys-in-fact that sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

In order to perform public work, the Successful Bidder shall, as applicable, hold or obtain such contractor's and business licenses, certifications and registrations as required by State statutes and County ordinances. Before a contract will be awarded for the Work contemplated herein, the Owner shall conduct such investigations as it deems necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified in the Bidding Documents. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

Pursuant to Florida Statute Section 255.20. Local bids and contracts for public construction works, notwithstanding any other law, a governmental entity seeking to construct or improve bridges, roads, streets, highways, or railroads, and services incidental thereto, at a cost in excess of $250,000 may require that persons interested in performing work under contract first be certified or qualified to perform such work. A Bidder may be considered ineligible to bid if the Bidder is behind by 10% percent or more on completing an approved progress schedule for the governmental entity at the time of advertising the work.

The Successful Bidder shall be required to substantially complete all Work within **one hundred eighty (180)** calendar days from and after the Commencement Date specified in the Notice to Proceed. The Successful Bidder shall achieve Final Completion within **thirty (30)** calendar days after the date the Punch List is delivered to the Successful Bidder. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. Should Successful Bidder fail to achieve Substantial Completion within the number of calendar days established herein, Owner

shall be entitled to assess, as liquidated damages, but not as a penalty, **five thousand five hundred forty-nine ($5,549)** for each calendar day thereafter until Substantial Completion is achieved. Unless otherwise specified, work will be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. The Owner reserves the right to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents, and to postpone the award of the contract for a period of time which, however, shall not extend beyond one hundred eighty (180) days from the bid opening date without the consent of the Successful Bidder.

BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA

BY: /s/ Sandra Srnka
Director, Procurement Services Division

FORM 1 - BID RESPONSE FORM

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Immokalee Sports Complex Phase 1A & 1B
BID NO. 26-8703

Full Name of Bidder_____

Main Business Address_____

Place of Business_____

Telephone No. _____ Fax No._____

State Contractor's License #_____

State of Florida Certificate of Authority Document Number_____

Federal Tax Identification Number_____

DUNS # _____ CCR# _____ Cage Code _____

To: BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
(hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is submitted without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed Work, the proposed form of Agreement and all other Contract Documents and Bonds, and the Contract Drawings and Specifications.

Bidder proposes, and agrees if this Bid is accepted, Bidder will execute the Agreement included in the Bidding Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

Unit prices shall be provided in no more than two decimal points, and in the case where further decimal points are inadvertently provided, rounding to two decimal points will be conducted by Procurement Services Division staff.

Upon notification that its Bid has been awarded, the Successful Bidder will execute the Agreement form attached to the Bidding Documents within ten (10) calendar days and deliver the Surety Bond or Bonds and Insurance Certificates as required by the Contract Documents. The bid security attached is to become the property of the Owner in the event the Agreement, Insurance Certificates and Bonds are not executed and delivered to Owner within the time above set forth, as liquidated damages, for the delay and additional expense to the Owner, it being recognized that, since time is of the essence, Owner will suffer financial loss if the Successful Bidder fails to execute and deliver to Owner the required Agreement, Insurance Certificates and Bonds within the required time period. In the event of such failure, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from the Successful Bidder in the event it fails to execute and deliver the Agreement, Insurance Certificates, and Bonds as required hereunder. The Successful Bidder hereby expressly waives and relinquishes any right which it may have to seek to characterize the

above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of bidding if the Successful Bidder fails to execute and deliver the Agreement, Insurance Certificates, and Bonds in a timely manner.

Upon receipt of the signed and approved agreement and Purchase Order, the undersigned proposes to commence work at the site within five (5) calendar days from the commencement date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Successful Bidder of a modified (later) commencement date. The undersigned further agrees to substantially complete all work covered by this Bid within **one hundred eighty (180)** consecutive calendar days, computed by excluding the commencement date and including the last day of such period, and to be fully completed to the point of final acceptance by the Owner within **thirty (30)** consecutive calendar days after the date the Punch List is delivered to the Successful Bidder, computed by excluding commencement date and including the last day of such period.

Acceptance and acknowledged by an Authorize Agent

Signature:_____

Title:_____

Date:_____

FORM 2 - CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Immokalee Sports Complex Phase 1A & 1B
Bid No. 26-8703

Name	Personnel Category
	Construction Superintendent
	Project Manager

FORM 3 - MATERIAL MANUFACTURERS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

All Bidders shall confirm by signature that they will provide the manufacturers and materials outlined in this Bid specifications, including compliance with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal. Exceptions (when equals are acceptable) may be requested by completing the Material Manufacturer Exception List below. If an exception for a manufacturer and/or material is proposed and listed below and is not approved by Engineer/Project Manager, Bidder shall furnish the manufacturer named in the specification. Acceptance of this form does not constitute acceptance of material proposed on this list.

Complete and sign section A OR B.

Section A (Acceptance of all manufactures and materials in Bid specifications)

On behalf of my firm, I confirm that we will use all manufacturers and materials as specifically outlined in the Bid specifications.

Company: _____

Signature: _____ Date: _____

Section B (Exception requested to Bid specifications manufacturers and materials)

	EXCEPTION MATERIAL	EXCEPTION MANUFACTURER
1.		
2.		
3.		
4.		
5.		

Please insert additional pages as necessary.

Company: _____-_____

Signature:_____ Date _____

FORM 4 - LIST OF MAJOR SUBCONTRACTORS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

The undersigned states that the following is a list of the proposed subcontractors for the major categories outlined in the requirements of the Bid specifications.

The undersigned acknowledges its responsibility for ensuring that the Subcontractors for the major categories listed herein are "qualified" (as defined in Procurement Ordinance and Instructions to Bidders) and meet all legal requirements applicable to and necessitated by the Contract Documents, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The Owner reserves the right to disqualify any Bidder who includes non-compliant or non-qualified Subcontractors in its bid offer. Further, the Owner may direct the Successful Bidder to remove/replace any Subcontractor, at no additional cost to Owner, which is found to be non-compliant with this requirement either before or after the issuance of the Award of Contract by Owner. (Attach additional sheets as needed). Further, the undersigned acknowledges and agrees that promptly after the Award of Contract, and in accordance with the requirements of the Contract Documents, the Successful Bidder shall identify all Subcontractors it intends to use on the Project. The undersigned further agrees that all Subcontractors subsequently identified for any portion of work on this Project must be qualified as noted above.

Major Category of Work	Subcontractor and Address
1. Electrical	
2. Mechanical	
3. Plumbing	
4. Site Work	
5. Identify other subcontractors that represent more than 10% of price or that affect the critical path of the schedule	

Company: _____

Signature: _____ Date: _____

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE. SEE SUPPLEMENTAL QUALIFICATION REQUIREMENTS – *(The Supplemental Qualifications takes precedence, should there be conflicting language with this form.)*

The Bidder is required to provide five (5) project references, stated below, of what work of similar magnitude completed within the last five (5) years is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Agreement.

1.

_____ (project name)

_____ (project owner)

_____ (project location)

_____ (Owner's address)

_____ (project description)

_____ (Owner's contact person)

_____ (title)

_____ $_____ (project start/completion dates) (contract value)

_____ (phone)

_____ (email)

2.

_____ (project name)

_____ (project owner)

_____ (project location)

_____ (Owner's address)

_____ (project description)

_____ (Owner's contact person)

_____ (title)

_____ $_____ (project start/completion dates) (contract value)

_____ (phone)

_____ (email)

3.

_____ (project name)

_____ (project owner)

_____ (project location)

_____ (Owner's address)

_____ (project description)

_____ (Owner's contact person)

_____ (title)

_____ $_____ (project start/completion dates) (contract value)

_____ (phone)

_____ (email

CONTINUAL - FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

4.

(project name)	(project owner)
(project location)	(Owner's address)
(project description)	(Owner's contact person) (title)
(project completion date) $ (contract value)	(phone) (email)

5.

(project name)	(project owner)
(project location)	(Owner's address)
(project description)	(Owner's contact person) (title)
(project completion date) $ (contract value)	(phone) (email)

Company: _____

Signature: _____ Date: _____

FORM 6 - TRENCH SAFETY ACT

Florida Trench Safety Act Certification and Disclosure Statement

The undesigned Contractor/Bidder acknowledges and will comply with the requirements of the Florida Trench Safety Act, Section 553.60 et. seq., Florida Statutes (hereafter the "Act"), as amended.

A. The Contractor/Bidder further acknowledges that the Act establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650, Subpart P, including all subsequent revisions or updates to those standards as adopted by the Department of Employment Security, or any successor agency. The State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions, to which Contractor/Bidder agrees it shall adhere.

B. By submission of its bid and the subsequent execution of the Agreement to provide construction services, the Contractor/Bidder certifies that all trench excavation done within its control shall be accomplished in strict adherence with all excavation/trench safety standards.

C. The Contractor/Bidder also agrees that it has obtained or will obtain identical certification from its proposed Subcontractors that will perform trench excavation work prior to its award of the subcontracts and that Contractor/Bidder will retain such certifications in its files for a period of not less than three years following final acceptance.

D. The Contractor/Bidder shall consider all available geotechnical data available and all other relevant information in its design of the trench excavation safety system. The Contractor/Bidder acknowledges sole responsibility for the selection of the data on which it relies in designing the trench excavation safety system.

E. Contractor/Bidder acknowledges and certifies that it has set forth and includes the below listed excavation/trench safety measures and the linear feet of trench excavated under each safety measure. Those units, costs, and unit values are disclosed solely for the purpose of compliance with the procedural requirements of the Act. The amounts disclosed as the cost of compliance with the requirements of the Act does not constitute the extent of the Contractor/Bidder's obligation to comply with the trench safety standards. The Contractor/Bidder shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act. No adjustment to the contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in the Contract Documents.

F. Acceptance of the bid and award of the Agreement to which this certification and disclosure statement applies in no way represents that the County or its representatives have evaluated and thereby determined that the below costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor/Bidder of its sole responsibility to comply with the applicable trench safety requirements.

CONTINUAL - FORM 6 - TRENCH SAFETY ACT

Trench Safety Measure (Description)	Units of Measure (LF/SY)	Unit (Quantity)	Unit Cost	Extended Cost
1.				
2.				
3.				
4.				
5.				

TOTAL $_____

I, _____(print name) declare under penalty of perjury under the laws of the State of Florida that I have read and understand the contents of the foregoing, that it is true and correct, and acknowledge, affirm and make this certification on behalf of the Contractor/Bidder.

Contractor/Bidder: _____
Name of Company/Entity

Signature: _____ Date: _____

Print Name: _____

Title: _____

FORM 7 - BID BOND

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONISBLE

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____ (herein after called the Principal) and _____, (herein called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the city of _____ and authorized to do business in the State of _____ are held and firmly bound unto the _____ (hereinafter called the Owner), in the full and just sum of _____ dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to furnish, install, and fully complete the Work on the Project known as **Bid No. 31 30.**

NOW, THEREFORE, if the Owner shall accept the Bid of the PRINCIPAL and the PRINCIPAL shall enter into the required Agreement with the Owner and within ten days after the date of a written Notice of Award in accordance with the terms of such Bid, and give such bond or bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the PRINCIPAL to enter into such Agreement or to give such bond or bonds, and deliver to Owner the required certificates of insurance, if the PRINCIPAL shall pay to the OBLIGEE the fixed sum of $_____ noted above as liquidated damages, and not as a penalty, as provided in the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20 .

_____ Principal

BY _____ (Seal)

_____ Surety

_____ (Seal)

Countersigned _____

Appointed Producing Agent for _____

FORM 8 - INSURANCE AND BONDING REQUIREMENTS

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in FORM 8 of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or, the specific solicitation number and title.

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in FORM 8 with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

INSURANCE AND BONDING REQUIREMENTS

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$1,000,000** single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$1,000,000** single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project for construction agreements. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$1,000,000** Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
6. ☒ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. **$** _____ Per Occurrence ☐ Pollution **$** _____ Per Occurrence ☐ Professional Liability **$** _____ Per claim & in the aggregate ☐ Project Professional Liability **$**_____ Per Occurrence ☐ Valuable Papers Insurance **$**_____ Per Occurrence ☐ Cyber Liability **$**_____ Per Occurrence ☐ Technology Errors & Omissions **$**_____ Per Occurrence ☒ Other: Umbrella/Excess Coverage **$ 2,000,000** Per Occurrence ☐ Other:_____ **$** _____ Per Occurrence

☐ Other: _____ **$**_____ Per Occurrence

7. ☒ Bid bond	Shall be submitted with proposal response proposal bond in a sum equal to 5% of the cost proposal.
8. ☒ Performance and Payment Bonds	For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of County Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. ☒ Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

10/6/2026

X Heidi Dareus

Signed by: DareusHeidi

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications, agrees to maintain these coverages through the duration of the agreement and/or work performance period, and that the evidence of insurability may be required within five (5) days of notification of recommended award of this solicitation.

Collier County

PROCUREMENT SERVICES DIVISION

FORM 9 – CONFLICT OF INTEREST CERTIFICATE

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose a conflict of interest and is in compliance with the Procurement Ordinance, Section Seven, Ethical Standards, that states:

> "A consultant who participates in the drafting of a solicitation or scope or who develops a program for future implementation that gives rise to an actual conflict so as to unfairly benefit that consultant to the disadvantage of any other future firms that could competitively seek a County contract related to such program or project upon which the solicitation or scope is based, and which conflict is not otherwise curable, is not eligible to contract with the County for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with the County."

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose a conflict of interest as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition, the contractor / vendor must provide the following, if applicable:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having a conflict of interest identified in one or more of the above three categories may result in the disqualification for future solicitations affiliated with the above referenced project(s). By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge and a duly corporate authorized representative with signature authority.

Company Name: _____

Date: _____

Signature: _____ Title: _____

Collier County

PROCUREMENT SERVICES DIVISION

FORM 10 – VENDOR DECLARATION STATEMENT

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and the bid/proposal submittal is in every respect fair and made in good faith, without collusion or fraud and in compliance with the Procurement Ordinance, Section Seven, Ethical Standards.

The vendor certifies to the best of their knowledge or belief, no elected/appointed official or employee of Collier County, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in any submitted bid or proposal. A financial interest is defined as ownership of more than one percent (1%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the bid or proposal or of any subcontractor or supplier thereof providing goods or services in excess of one percent (1%) of the total bid or proposal amount. Additionally, the vendor, on company letterhead, must divulge at the time of the submittal of a bid or proposal, any relative, other than those already specified, of an elected or appointed official or employee of the County who has a financial interest, in providing the goods or services specified in the bid or proposal. The County, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the bid or proposal.

The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed in this solicitation**.** The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services and a subcontractor is a related entity to the Vendor, then the Vendor shall not mark-up the subcontractor's fees. A related entity shall be defined as any parent or subsidiary of the company and any business, corporation, partnership, limited liability company or other entity in which the company or a parent or a subsidiary of the company holds any ownership interest, directly or indirectly.

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge and a duly corporate authorized representative with signature authority.

Company Name: _____

Date: _____

Signature: _____ Title: _____

Collier County

PROCUREMENT SERVICES DIVISION

FORM 11- IMMIGRATION CERTIFICATION

Vendors are required to be enrolled in the E-Verify program (https://www.e-verify.gov/), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's bid.* **Failure to do so will result in the Vendor's submission being deemed non-responsive**.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge and a duly corporate authorized representative with signature authority.

Company Name: _____

Date: _____

Signature: _____ Title: _____

FORM 12 – BIDDER'S CHECKLIST

IMPORTANT: No bid shall be considered unless it is made on unaltered Bid forms which are included in the Bidding Documents. Please read carefully, sign in the spaces indicated and return with your Bid. All documents requiring execution should be either by wet signatures or verifiable electronic signatures. FAILURE TO PROVIDED THE BID DOCUMENTS MAY BE GROUNDS TO DEEM YOU NON-RESPONSIVE/NON-RESPONSIBLE.

Bidder should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. Bid Schedule has been completed and attached.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. The following on-line standard documents have been reviewed and accepted in OpenGov:
    a. Construction bid instructions form
    b. Construction services agreement
    c. Purchase order terms and conditions
8. All of the following bid forms have been completed and signed:
    a. Bid Form (Form 1)
    b. Contractors Key Personnel (Form 2)
    c. Material Manufacturers (Form 3)
    d. List of Major Subcontractors (Form 4)
    e. Statement of Experience (Form 5)
    f. Trench Safety Act (Form 6)
    g. Bid Bond Form (Form 7)
    h. Insurance and Bonding Requirements (Form 8)
    i. Conflict of Interest Certification (Form 9)
    j. Vendor Declaration Statement (Form 10)
    k. Immigration Law Affidavit Certification (Form 11) MUST be signed and attached with your submittal.
    l. Signed Grant Provisions and Assurances package in its entirety, if applicable, are executed and should be included with your submittal.
9. Copies of required information have been attached
    a. Business tax Receipt (Collier County Businesses Only)
    b. Company's E-Verify profile page or memorandum of understanding
    c. Certificate of Authority to Conduct Business in State of Florida (sunbiz.org)
    d. Any required professional licenses – valid and current (myfloridalicense.com) (ie: General Contractors license, Underground Utility and Excavation, Builders, Trade Contractors, etc., as applicable, requested and/or required.)
    e. Vendor W-9 Form
10. Any addenda have been signed and acknowledgement form attached and included.
11. The Bid will be uploaded in time to be received no later than the specified opening date and time, otherwise the Bid cannot be considered.