



INVITATION TO BID

Aviation Refueling Tanker Trucks

Proposals must be received before:
March 6, 2024
2:00 p.m. Eastern Time
Lee County Mosquito Control District
15191 Homestead Road
Lehigh Acres, FL 33971

ITB 24-02

Refer Inquiries To:

Angel Monges, Jr., Purchasing Manager
Lee County Mosquito Control District
ATTN: Purchasing
(239) 694-2174 x2133
monges@lcmcd.org

Lee County Mosquito Control District
15191 Homestead Road • Lehigh Acres, FL 33971
(236) 694-2174 • Fax (239) 694-5952
www.lcmcd.org

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I. GENERAL

The Lee County Mosquito Control District seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide aviation refueling tanker trucks for the District.

II. DEFINITIONS

A. DEFINITIONS

In order to simplify the language throughout this invitation to bid, the following definitions shall apply:

Lee County Mosquito Control District (District) – The Lee County Mosquito Control District, an Independent Special District authorized by the Florida State Legislature

Board of Commissioners – The elected officials of the Lee County Mosquito Control District

Contract – An agreement between the District and the successful Proposer to furnish the goods and services described herein

ITB (solicitation) – This Invitation to Bid

Proposer – Respondents to this Request for Proposal

Firm – the selected Proposer of this Invitation to Bid

III. INSTRUCTIONS to PROPOSERS

A. NOTICE

Sealed Proposals must be received on or before **2:00 p.m. ET on Wednesday, March 06, 2024** at 15191 Homestead Road, Lehigh Acres, FL 33971, after which time all received bids will be acknowledged. Bids received after the specified deadline will be returned unopened.

3 printed copies (1 original and 2 duplicate copies) plus 1 digital copy (USB flash drive) of bids must be provided.

Sealed bids shall be clearly marked with the ITB number and title and addressed to the Lee County Mosquito Control District – Purchasing Division. Bids must be delivered to:

15191 Homestead Road
Lehigh Acres, FL 33971

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing via email to the following point of contact:

Angel Monges, Purchasing Manager
Purchasing & Inventory Division
Email: monges@lcmcd.org

The deadline for written questions is Wednesday, February 28, 2024 4:00 PM EST. This deadline has been established in order to provide adequate time for District staff to prepare responses to questions from Proposers.

Other than by written inquiry to Purchasing Manager Angel Monges, Jr., Proposers shall not attempt to contact Board members, District staff or District Management directly during the pre-proposal period or post-proposal period. The District intends to respond to all appropriate questions or concerns and post those responses; however, the District reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the ITB and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE of IMPORTANT DATES

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

Release ITB		February 21, 2024
Deadline for Questions and Inquiries	4:00 PM ET	February 28, 2024
Bids Closing Date and Time	2:00 PM ET	March 6, 2024
District’s Review of Bids		March 7, 2024
Earliest Award by District		March 28, 2024

IV. STANDARD TERMS and CONDITIONS

A. ADDENDA

Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted on or before the deadline for such questions and inquiries. Any responses will be in the form an addendum. All addenda shall become part of the contract documents.

B. COMPLIANCE WITH LAWS

The selected Proposer (Firm) shall comply with all federal, state, and local laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business or the business of the District. Such compliance shall include, without limitation, compliance with the Immigration and Nationality Act, the American with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws, roles, codes, ordinances or licensing requirements will be grounds for contract termination.

C. CONE OF SILENCE

Upon issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of the Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner on the District's Board of Commissioners, ITB evaluation review committee member, agent or employee of the District, other than the person designated herein. This prohibition begins with the issuance of the solicitation and ends upon the execution of a final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Proposal may be disqualified.

D. CONFIDENTIALITY

Proposers should be aware that all proposals provided are subject to public disclosure after the contract is awarded and will not be afforded confidentiality, unless there is a lawful exemption provided by Florida Statutes. If any information is submitted with a proposal that is deemed "confidential" or "proprietary" the Proposer must stamp those pages of the proposal that are considered confidential or proprietary. The Proposer must provide documentation as to validate why the stamped documents should be declared confidential and exempt from disclosure in accordance with Florida Public Records Laws, as detailed in Florida Statutes, including a citation to each particular section of Florida Statutes allegedly supportive of the exemption..

E. DISQUALIFICATION OF PROPOSALS

The opportunity to supply goods and services to the District or to otherwise contract with the District is a privilege, not a right. Individuals or firms involved in certain crimes should be denied the privilege of transacting business with the District and the opportunity of obtaining economic benefit through the transaction of business with the District (F.S. 287.132-287.134). Therefore:

1. Any person or affiliate who has been placed on the convicted vendor list following a public entity crime may not submit a bid, Request for Proposals, or reply on a contract to provide any goods or services to the District for a period of 36 months following the date of being placed on the convicted vendor list.

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

F. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the proposal period. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

G. MANAGEMENT

Should there be a change in Proposer's management after the due date and time, but before a contract is awarded, Proposers must notify the District immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

H. PRIORITY of DOCUMENTS

In the event there are inconsistencies between the ITB terms and conditions, scope of work or Agreement terms and conditions contained herein, the most restrictive terms and conditions requiring the greatest obligation to the Proposer and greatest benefit to the District will take precedence.

I. RECEIPT of PROPOSALS

Proposal(s) must be received by the District prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the Firm must ensure that the Proposal is actually delivered. The time proposals are received shall be determined by the time clock stamp in the Purchasing Department.

J. REIMBURSEMENTS

There is no express or implied obligation for the District to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request and the District will not reimburse firms for these expenses, nor will the District pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

K. REPRESENTATIONS and RESPONSIBILITIES

By submitting a proposal in response to this ITB, Proposer represents that it has carefully read and understands all elements of this ITB; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this ITB, the Proposer represents that it has relied not only upon any technical details in place or under consideration for implementation by the District, but it

also has supplemented this information through its own due diligence research, and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

L. STANDARD FORM of AGREEMENT

The District's Standard Form of Agreement is attached as Exhibit A. The successful Firm will be required to execute this Agreement. All Proposers shall be required to thoroughly read and understand the terms, condition and provisions in this Agreement. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to Board. Any exceptions taken to the District's Standard Form of Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications.

M. TERM of AGREEMENT

The agreement shall become on the date of the award, and all goods and services proposed to be provided under the agreement shall be provided within twelve (12) months thereof, at the fixed prices detailed in the Firm's ITB response.

N. VENUE

Any contract awarded as a result of this ITB shall be governed by and construed in accordance with the laws of the State of Florida, and is fully performable in Lee County, Florida, and venue for any action related to this contract will be Lee County, Florida.

O. WITHDRAWAL of PROPOSALS

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals in accordance with the following guidelines.

1. Proposer shall notify the District in writing of its intention to withdraw a previously submitted proposal.
2. Proposals withdrawn and modified must be resubmitted to the District no later than the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for a minimum of ninety (90) days thereafter.

V. BACKGROUND and CURRENT CIRCUMSTANCES

A. LEE COUNTY MOSQUITO CONTROL DISTRICT

The Lee County Mosquito Control District was established in 1958 by an act of the Florida Legislature as an independent district that operates under the regulatory authority of the Department of Agriculture and Consumer Services and Chapter 388, Florida Statutes. The Lee County Mosquito Control District has been providing uninterrupted mosquito control services to the citizens of Lee County for over sixty years. During those years the District has remained at the forefront of mosquito control, helping to develop control technologies that are effective and sensitive to Florida's unique natural habitats and wildlife.

B. CURRENT CIRCUMSTANCES

The District is seeking a qualified vendor who can manufacture high quality aviation re-fueling tanker trucks. These tanker trucks will contain everything needed for the loading fuel onto the aircraft or other aviation fuel tanks on the ground at remote locations.

VI. SCOPE of WORK

The District seeks to purchase an aviation re-fueling tanker truck based on the specifications below.

Ford F-750 or equivalent, diesel engine, auto transmission.

Fuel tank 2000 gallons for Jet A with additives including PRIST, polished aluminum (natural finish), DOT-406

100 GPM flow system w/ Gorman-Rupp centrifugal pump.

Includes (1) underwing hose reel w/ 1 1/2" by 50' aviation hose

Includes (1) overwing hose reel w/ 1 1/4" by 50' aviation hose

Filtration system should be latest edition filter/separator system

Tank should have single compartment, fully baffled and the following:

1. Sill-mount design with heavy duty outriggers, and mounted on engineered composite sill boards.
2. Highly polished aluminum, overturn protection, non-slip walkway, w/ at least 20" manholes w/ self-closing cover.
3. Rear mounted aluminum ladder with OSHA approved grab handles at top

Pumping system must have the following:

1. Isolated bottom load valve with 2.5" bayonet adaptor, jet level sensor / high level shutoff, w/ pre-check.
2. Fully rated, aluminum, 100 GPM, 3" Gorman-Rupp centrifugal pump.
3. Aluminum piping, flanged and Victaulic joints, rated at 150 psi, fully pressure tested.
4. Fully rated 100 GPM filter, meets current EI regulations (new filters installed at time of shipment).
5. Pressure control system with venturi, hose end control valve (48psi), in-line primary control valve (40 psi).
6. One (1) TCS aviation grade aluminum flow meter w/ aluminum internals, rated to 300 GPM.
7. One (1) TCS aviation model 3000 electronic register.
8. Underwing Fueling: One (1) Hannay electric rewind single wrap underwing hose reel with aluminum internals, shutoff valve, 2" x 50' aviation grade fueling hose (with Certificate), Carter underwing nozzle w/ HECV.
9. Overwing Fueling: (1) or (2) Hannay electric rewind overwing hose reel(s) with aluminum internals, shutoff valve, 1 1/4" x 50' aviation grade fueling hose (with Certificate), overwing OPW 295 SAJ nozzle.
10. Electronic or mechanical register w/ large number display

In addition tanker must include:

1. SAE Grade Automotive Wiring Harness with Deutsch plug-n-play connectors (for reduced maintenance).
2. an isolated re-circulation connection for maintenance and inspections (system is capable of recirculating fuel while product tank is full).
3. A filter/separator w/ water defense & water detection test switch
4. a Master battery shutoff switch
5. a flashing safety beacon
6. a backup alarm (active when chassis is in reverse).
7. a Jet Level Sensor
8. an auto low-level shut-off w/ an indicator light
9. Refuelers should meet ATA-103 & NFPA 407
10. chassis w/ engine hour meter
11. (2ea) 20lb. fire extinguishers
12. chassis w/ swing away mirrors
13. filter elements to be installed at shipment
14. chassis w/ day time running lights
15. shut-off valves at filter inlet & outlet
16. water defense w/ external test switch
17. tanks sumps w/ spring loaded valves
18. low point drains in piping
19. DP gauge, 3-way test valve, drain port
20. ladder rack included
21. LED light package / LED strobe
22. cam lock style dust caps
23. A back up camera system w/ an in-cab color monitor
24. Factory air conditioning
25. An aluminum product recovery tank w/ built-in nozzle adaptor is available.
26. VIKP tank inspections for over the road use
27. Aluminum chock block holder with wheel chocks
28. A 24" x 24" x 24" aluminum storage cabinet / spill kit container

VII. SUBMISSION REQUIREMENTS

The District will not accept oral proposals or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this ITB. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this ITB.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 2 copies of the entire proposal, plus 1 digital copy (on USB flash drive).

The District requires comprehensive responses to every section within this ITB. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to

assure that the specific requirements set forth in this ITB are addressed in a uniform manner amenable to review.

TAB A FIRM BACKGROUND

1. Briefly introduce your Firm including the number of years in business
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable

TAB B METHODOLOGY and TECHNICAL APPROACH

1. Provide a narrative description of the Firms' plan to accomplish the work and services to be provided to the District.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective and innovative manner.
4. Clearly identify materials and knowledge resources that the Firm will need from the District to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the District. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB C COST PROPOSAL

1. Provide a detailed cost proposal broken down by task or phase. The District may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

TAB D COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT

A copy of the District's Standard Form of Agreement is attached to the ITB. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm is willing to execute the Agreement without modification.

TAB F CERTIFICATION and ACKNOWLEDGEMENT PAGE

VIII. EVALUATION and SELECTION PROCESS

The District has attempted to provide a comprehensive statement of requirements through this ITB for the engagement. Written proposals must present Proposer's qualifications and understanding of the

work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the District may properly evaluate capabilities to provide the requested services.

The District has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The District will evaluate each Proposer's responses to the requirements contained in this ITB.

Clarity and Quality of Proposal

Pass/Fail

Firms must provide comprehensive responses to every section within this ITB in the described format. It is not the intent of the District to constrain Firms with regard to content, but to assure that the specific requirements set forth in this ITB are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

Firm Background

20 points

Methodology and Technical Approach

30 points

Cost Proposal

40 points

Comments/Change Requests to PSA

10 points

TOTAL POINTS AVAILABLE

100 POINTS

Initial evaluations will be conducted based on the Proposal(s) submitted. Presentations and/or interviews may be requested of one or more Proposers. Following any presentation and/or interviews, proposals will be ranked pursuant to the scoring matrix above and a written recommendation, with the highest evaluated score being remanded number one. shall be provided to the Board of Commissioners. The Board of Commissioners are the final approving authority for the contract.

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this ITB. Further, Firms acknowledge that subjective judgements must be made by the District during this process.

The District makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this ITB.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the District. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the ITB process.

IX. CERTIFICATION and ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies (initial each statement):

- () The Proposer is in receipt of _____ addenda.
- () The Proposer is familiar with all instructions, terms and conditions, and specifications stated in this ITB, including the following:
 - () The Proposer has reviewed the District's Standard Form of Agreement released with this ITB (Exhibit A), which Agreement will form the basis of any contract for the performance of the work. **Any request for modifications are included in the proposal by way of response included in TAB D.**
- () The Proposer is qualified to perform the work and services outlined in this ITB.
- () The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this agreement and they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.
- () The Proposer represents and warrants that he is not currently on the Convicted Vendor List or on the Discriminatory Vendor List, nor are they under investigation for violation of the same.
- () The Proposal has been arrived at independently and submitted without collusion with any other Proposer, District staff or District contractor, and the contents of the Proposal have not been communicated by the Proposer or, to the Proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the District's final action on this ITB by the District. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- () The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the District for a period of ninety (90) days following the Proposal closing date and time as identified in this ITB or addenda.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street	City	State	Zip
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Order Address: _____

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

P.O. Box or Street	City	State	Zip
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Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

EXHIBIT A
STANDARD FORM OF AGREEMENT

**LEE COUNTY MOSQUITO CONTROL DISTRICT
CONTRACT**

This Contract for Equipment Construction Services (the “Contract”) is by and between the Lee County Mosquito Control District, a Florida Independent Special District (the “District”), and **Insert Contractor** (the “Contractor”), for the work described in the Scope of Services attached as **Exhibit “A”** and identified herein as the “Work”.

**ARTICLE I
PAYMENT AND TERM**

1.1 Consideration. In consideration for the completion of the Work in conformity with this Contract, the District shall pay the Contractor an amount not to exceed **XXXXXXX and XX/100 Dollars (\$00,000.00).**

1.2 Payment Application. Within **seven (7)** calendar days of completion of the Work, the Contractor will submit its invoice to the District. All invoices must be original and submitted in detail including a description of the services provided and the amount due. See **Exhibit “B”** for the Payment Application Form to be used for progress payments. The District will make progress payments for work actually completed or materials actually received for the Project.

1.3 District’s Payment and Approval. The District will pay the Contractor as shown in the Payment Schedule attached hereto as **Exhibit “B”** in accordance with the Local Government Prompt Payment Act, §218.70, et seq. Fla. Stat., as amended from time to time, upon receipt of the Contractor’s invoice and written approval of the same by the District indicating that the Work has been provided in conformity with this Agreement.

1.4 Time is of the Essence. The Contractor must complete all work or services for the contract price and within the contract time (except warranty items) by the following dates: **Insert Dates.**

1.5 Executed Contract. No Work shall commence until this Contract and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the District. The Contractor shall not execute change orders on behalf of the District or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the District as provided in this Contract.

(a) Executive Director Approval. When the original Contract amount plus all change orders totals \$150,000 or less, the Executive Director or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$150,000. For such contracts, when a change order results in a total contract amount that exceeds \$150,000, the Board of Commissioner for the District must approve such change order prior to commencement of the Work; and

(b) Board of Commissioners Approval. When the original contract amount plus all change orders totals \$150,000 or more, the Executive Director or his designee may approve the written change order provided the change order does not exceed \$150,000. When any individual change order is of 15% or greater, or when the sum of all changes is equal to or greater than 15% on a contract originally approved by the Board, the Board of Commissioners must approve the change order(s).

(a) Field Directives. The Executive Director or his designee, may authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents.

(c) Increase in Scope. Any request by the Contractor for an increase in the Work and an increase in the amount listed in Article II of this Contract shall be made and approved by the District prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) Contractor error. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

(e) Dispute. If there is a dispute between the Contractor and the District respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. The parties acknowledge that the Contractor is an independent contractor and not a joint venture, partner, employee, or agent of the District by virtue of this Agreement. The District has no control over the manner or method by which the Contractor meets the Contractor's obligations under this Contract; provided that the Contractor's services shall be performed in a competent and efficient manner in accordance with current professional and industry standards and also that it is in compliance with the policies of the District. The District will not withhold for the Contractor or the Contractor's personnel any sums for income tax, Social Security, unemployment insurance, or other employee withholding nor will the District offer the Contractor or the Contractor's personnel any employee benefits including, without

limitation, pension benefits, worker's compensation coverage, and death and disability insurance. As between the District and the Contractor, the Contractor shall be solely responsible for all employment related withholdings and benefits.

3.2 Subcontractor. The term "Subcontractor" shall mean and include only those hired by and having a direct contact with Contractor, and not the District, for performance of the Work on pursuant to this Contract. The District shall have no responsibility to any Subcontractor employed by a Contractor for performance of the Work performed pursuant to this Contract, and all Subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the District for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the District.

ARTICLE IV INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor's insurance shall list the Lee County Mosquito Control District, its officers, agents, volunteers, and employees as additional insureds. The required limits of insurance are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D"**.

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the District, its officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, including those fees and costs incurred on appeal, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the Contract.

5.2 The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractors under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

ARTICLE VI

DEFECTIVE WORK AND WARRANTY

6.1 Any Work found to be defective before acceptance by the District shall be replaced or remedied by and at the expense of the Contractor. The acceptance of any work or portions thereof by the District shall not preclude their subsequent rejection if such Work is later found to be defective. With respect to the services provided by the Contractor, the Contractor warrants that its services shall be performed in accordance with professional industry standards of similarly situated businesses providing similar services. With respect to materials provided by the Contractor, the Contractor expressly understands that it shall have the sole responsibility to replace any defective materials and, if it so chooses, to pursue whatever manufacturer warranties there may be with respect to such defective materials.

6.2 Notwithstanding any acceptance by the District, if any work is found to be in nonconformance with the requirements of this Contract within one (1) year after acceptance of the Work by the District, the Contractor shall remedy said defective Work. Said remedy shall be performed within thirty (30) days, or as soon as practical, after receiving written notice thereof from the District

ARTICLE VII GENERAL TERMS

7.1 Performance. Contractor, its employees, associates, or Subcontractors shall perform the Work in a professional manner and be fully qualified and competent to perform those services.

7.2 Disqualification to Contract. The Contractor hereby represents and warrants that it has not been placed on the convicted vendor list or on the discriminatory vendor list for a period of 36 months prior to entering into this Contract, and is thus eligible under §§ 287.133 and 287.134, Fla. Stat., to enter into this Contract.

7.3 Termination. The District may terminate the Project and this Contract, at any time, for convenience. In the event of such termination, the District will notify the Contractor in writing and the Contractor shall cease performance of the Work immediately. Should the District terminate this Contract for convenience, the District shall pay Contractor for the services performed and expenses incurred before the date of termination.

7.4 Public Access to Records.

The District may unilaterally cancel the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from § 24(a) of Article I of the State Constitution or a Florida statutory exemption to which Contractor can accurately cite.

Unless specifically exempted by Florida law, in whole or in part, Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a contractor, as defined therein, to comply with public records laws, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

LCMCD Purchasing Manager Angel Monges, Jr.
15191 Homestead Road
Lehigh Acres, FL 33971
239.690.2771
monges@lcmcd.org

7.5 Intellectual Property. The Contractor's work product, including any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items and any mark used in connection with these items and any other information in the Contractor's possession concerning the Scope of Work under this Contract shall be the property of the District from the time of preparation.

7.6 Governing Law and Venue. This Contract, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida (without regard to any Florida law which would require the application of any other state or jurisdiction). Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Lee County, Florida.

7.7 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

7.8 Taxes. The District does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. This exemption does not apply to tangible personal property purchased by Contractor's for their use in the performance of this Contract. Nothing herein shall affect the Contractor's normal tax liability. The District reserves the right, at the District's sole option, to issue direct purchase orders for applicable supplies and equipment to be utilized in this project. Should the District choose to make direct purchases so as to save the sales tax, the District will make a deductive change order to this Contract.

7.9 Compliance with Laws. The Contractor agrees to comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the District, must verify eligibility for employment as required by IRCA.

7.10 Florida Forest Products. The Contractor shall use lumber, timber, and other forest products produced and manufactured in Florida if such products are available and their price, fitness and quality are equal.

7.11 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

7.12 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of District.

7.13 Entire Agreement. This Contract represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

7.14 Agree to Terms. The party's state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

7.15 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

7.16 Notice. Any official notice under this Contract will be sent to the following addresses:

Lee County Mosquito Control District	CONTRACTOR
Attn: Angel Monges, Jr.	Attn: NAME
15191 Homestead Rd.	123 Main Street
Lehigh Acres, FL 33971	City, State Zip
monges@lcmcd.org	Email@contactor.com

7.17 Severability. Unenforceability or invalidity of one or more clauses in the Contract shall not have any effect on any other clause in this Contract. If it is possible, any unenforceable or invalid clause in this Contract shall be modified to show the original intention of the parties.

7.18 Attorneys' Fees. In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeal) from the other party.

7.19 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

7.20 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Progress Payment Application
- C. Insurance Requirements
- D. Certificates of Insurance

7.21 E-Verify

In compliance with Section 448.095, Florida Statutes, Contractor and any of its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (a) Contractor shall require each of its sub-contractors to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- (b) The District, Contractor, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the contract with the person or entity.
- (c) The District, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor, and Contractor shall immediately terminate the contract with the sub-contractor.
- (d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statutes, Contractor acknowledges that upon termination of this Agreement by the District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one

(1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the District as a result of termination of any contract for a violation of this section.

(e) Subcontracts. Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

ARTICLE VIII FEDERAL CONTRACT REQUIREMENTS

8.1 Equal Employment Opportunity

(a) During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin (7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11). Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.2 Clean Air Act and Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the District, and understands and agrees that the District, will, in turn, report each violation as required to 40 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act. 41 U.S.C. §§ 1251-1387, as amended. 42 C.F.R. Part 200, Appendix II, § G. Contract Provisions Guide 20 assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(b) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the District, and understands and agrees that the District, will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8.3 Contract Work Hours and Safety Standards Act

(a) Contractor must comply with the Contract Work Hours and Safety Standards Act, as follows:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The District, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other 37 2 C.F.R. Part 200, Appendix II, § E. 38 29 C.F.R. § 5.5(b)(1), (4). Contract Provisions Guide 18 federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8.4 Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

8.5 Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.6 Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 56 Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323. 57 See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323). 58 See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247. 59 40 C.F.R. Part 247. 60 42 U.S.C. § 6962; 2 C.F.R. § 200.323. Contract Provisions Guide 26 Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8.7 Domestic Preference

(a) As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass,

including optical fiber; and lumber.

8.8 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) as used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

[NAME OF CONTRACTOR]

LEE COUNTY MOSQUITO CONTROL DISTRICT

By: _____

By: _____
Executive Director

Printed Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES
and
TECHNICAL SPECIFICATIONS

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services and Technical Specifications that in any way conflicts with, differs from, or attempts to alter the terms of this Contract. This Scope of Work must clearly establish all tasks the Contractor is required to perform.

The District seeks to purchase an aviation re-fueling tanker truck based on the specifications below.

Ford F-750 or equivalent, diesel engine, auto transmission.

Fuel tank 2000 gallons for Jet A with additives including PRIST, polished aluminum (natural finish), DOT-406

100 GPM flow system w/ Gorman-Rupp centrifugal pump.

Includes (1) underwing hose reel w/ 1 1/2" by 50' aviation hose

Includes (1) overwing hose reel w/ 1 1/4" by 50' aviation hose

Filtration system should be latest edition filter/separator system

Tank should have single compartment, fully baffled and the following:

1. Sill-mount design with heavy duty outriggers, and mounted on engineered composite sill boards.
2. Highly polished aluminum, overturn protection, non-slip walkway, w/ at least 20" manholes w/ self-closing cover.
3. Rear mounted aluminum ladder with OSHA approved grab handles at top

Pumping system must have the following:

1. Isolated bottom load valve with 2.5" bayonet adaptor, jet level sensor / high level shutoff, w/ pre-check.
2. Fully rated, aluminum, 100 GPM, 3" Gorman-Rupp centrifugal pump.
3. Aluminum piping, flanged and Victaulic joints, rated at 150 psi, fully pressure tested.
4. Fully rated 100 GPM filter, meets current EI regulations (new filters installed at time of shipment).
5. Pressure control system with venturi, hose end control valve (48psi), in-line primary control valve (40 psi).
6. One (1) TCS aviation grade aluminum flow meter w/ aluminum internals, rated to 300 GPM.
7. One (1) TCS aviation model 3000 electronic register.
8. Underwing Fueling: One (1) Hannay electric rewind single wrap underwing hose reel with aluminum internals, shutoff valve, 2" x 50' aviation grade fueling hose (with Certificate), Carter underwing nozzle w/ HECV.

9. Overwing Fueling: (1) or (2) Hannay electric rewind overwing hose reel(s) with aluminum internals, shutoff valve, 1 1/4" x 50' aviation grade fueling hose (with Certificate), overwing OPW 295 SAJ nozzle.
10. Electronic or mechanical register w/ large number display

In addition tanker must include:

1. SAE Grade Automotive Wiring Harness with Deutsch plug-n-play connectors (for reduced maintenance).
2. an isolated re-circulation connection for maintenance and inspections (system is capable of recirculating fuel while product tank is full).
3. A filter/seperator w/ water defense & water detection test switch
4. a Master battery shutoff switch
5. a flashing safety beacon
6. a backup alarm (active when chassis is in reverse).
7. a Jet Level Sensor
8. an auto low-level shut-off w/ an indicator light
9. Refuelers should meet ATA-103 & NFPA 407
10. chassis w/ engine hour meter
11. (2ea) 20lb. fire extinguishers
12. chassis w/ swing away mirrors
13. filter elements to be installed at shipment
14. chassis w/ day time running lights
15. shut-off valves at filter inlet & outlet
16. water defense w/ external test switch
17. tanks sumps w/ spring loaded valves
18. low point drains in piping
19. DP gauge, 3-way test valve, drain port
20. ladder rack included
21. LED light package / LED strobe
22. cam lock style dust caps
23. A back up camera system w/ an in-cab color monitor
24. Factory air conditioning
25. An aluminum product recovery tank w/ built-in nozzle adaptor is available.
26. VIKP tank inspections for over the road use
27. Aluminum chock block holder with wheel chocks
28. A 24" x 24" x 24" aluminum storage cabinet / spill kit container

EXHIBIT B
PROGRESS PAYMENT APPLICATION

Payment will be made upon delivery to Lee County Mosquito Control District for each unit completed.

EXHIBIT C INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

Contractor is to secure, pay for, and file with the District, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts are indicated. Notwithstanding any other provision of the Contract, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Umbrella Liability	\$2,000,000	Occurrence/Aggregate

Contractor shall furnish an original Certificate of Insurance to the District, who shall be named as an additional insured on the General Liability policy on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination CG 20 10 and CG 20 37, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the District on all policies. The District shall also be named as an additional insured on the Auto Liability policy. Contractor will maintain the General Liability insurance coverage summarized above with the coverage in full force including the additional insured endorsement for at least three (3) years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the Contractor shall maintain complete, statutory workers' compensation coverage as required by law for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Contract. Further, Contractor shall additionally maintain the following minimum limits of coverage for Part 2 Employer Liability:

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Each Employee	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000

If the work is being done on or near a navigable waterway, Contractor's workers' compensation policy shall be endorsed to provide USL&H Act and Jones Act coverage as required. Contractor shall provide the District with a Certificate of Insurance verifying compliance with the workers' compensation coverage as set forth herein and shall provide as often as required by the District such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workers' compensation coverage under the policy.

Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the District in the event of cancellation or material change.

Certificates of Insurance submitted to the District will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required where applicable. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

EXHIBIT D
CERTIFICATES OF INSURANCE