



REQUEST FOR PROPOSALS (RFP)

Install a climate-controlled walk-in insect rearing chamber (Phase II)

Issue Date: August 17, 2024

Due Date: November 7, 2024, 4:00 PM EST

**Citrus County Mosquito Control District
968 N Lecanto Hwy
Lecanto, FL 34461**

I. Introduction

Citrus County Mosquito Control District (CCMCD, The District) is soliciting proposals from qualified professional vendors for Interior Renovation services. The qualified vendor will provide construction services to enable the District to significantly improve the function of the interior workspace. The “stay-put” renovation will allow the work of the District to continue throughout the duration of the project with minimal scheduled interruptions.

II. Background Information

Citrus County Mosquito Control District has occupied 6,480 SF of office space at 968 N Lecanto Hwy, Lecanto, Fl 34461 in Citrus County since 2003. The District wishes to remodel and expand the current laboratory space in several phases: (1) Phase I will include removal of existing cabinets, benches, and furniture, renovation and expansion of the spaces, and installation of new plumbing, electrical connections, ventilation, and flooring; (2) Phase II will include installation of a climate-controlled walk-in insect rearing chamber; (3) Phase III will include installation of new laboratory cabinets, benches, sinks, workstations, and a decontamination cabinet. The District will occupy and remain in business during the renovation. Therefore, we also seek professional advice regarding the timing of Phase II to limit impact to the staff. The District wishes to begin construction of Phase II on or around January 1, 2025. Please refer to the drawing provided to see the newly constructed area suggested. The contractor shall provide all permits for construction.

III. Services Required

The following narrative outlines the services to be provided to the District for the installation of equipment and furnishings in Phase II. Services are to be provided during office hours (M-F / 7:00 am – 5:00pm). Additional hours are negotiable. Please refer to the bid set of documents provided for further information:

A. Furnish, deliver, and install a walk-in insect rearing chamber

1. All material, design, and construction must comply with Biosafety Level 2 (BSL-2) guidelines.
2. See the diagram in Attachment 2 for specifics.
3. Design of the insect rearing chamber will include:
 - a. Insulated walls, ceiling, floor and access door
 - b. Floor to ceiling wire rack shelving
 - c. Electrical power with a minimum of 1 outlet per side of the chamber, not including the entrance
 - d. Self-contained humidity/climate controls that will provide an adjustable level of humidity from 0% to 100% and heating/cooling functions
 - e. Adjustable lighting with programmable timing for a 24-hour light/dark cycle
 - f. Floor with corners that slope towards a central floor drain. Flooring will be slip resistant, easy to clean, impermeable to liquids, and resistant to chemicals and disinfectants normally used in a laboratory setting.
4. Verification of the information provided, confirmation of BSL-2 requirements, and building code, is recommended. The existing lab is available for a walk through. Please refer to the bid documents for more information.
5. Contractor is required to move furniture as needed to complete the work.
6. Adjustments may be required to account for demolition and new construction and shall be noted accordingly.

IV. Submittal Requirements

The following information shall be required in the RFP submittal:

A. Letter of Transmittal – The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:

1. Company name, address, and telephone number(s) of the firm submitting the proposal.
2. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
3. Federal and state taxpayer identification numbers of the firm.
4. Briefly state your understanding of the services to be performed and commitment to provide the services as specified.
5. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
6. Statement which indicates “proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the District.”

B. General Contractor/Proposer Information – Provide the following information:

1. Length of time in business.
2. Length of time in business of providing proposed services.
3. Number of full-time personnel in consulting, installation, training, sales, marketing, and administrative support.
4. Location of office which would service this account (location of headquarters and any field offices that are not providing service to this project should also be listed).

C. Description of Services – Provide the following information:

1. Describe how your firm is positioned to provide the services listed in this request for proposals and provide a history of experience on providing similar services.
2. Describe your approach and methodology to providing these services.

3. Provide insight on how your team will phase our project, any processes that your team recommends for maintaining District employee safety and productivity during construction and your proposed schedule for each phase of our project.

D. References - Provide the following information:

1. Name, title, address, and telephone number of three references for clients whom you have provided similar services.
2. Describe the actual services provided and the length of tenure providing services to each client referenced.

E. Staff Resources – Provide the following information:

1. Identify names of principals and key personnel who, if your company is selected, will actually provide the interior renovation services.
2. Summarize the experience and expertise of these staff.
3. Describe the role and responsibilities that each of these individuals will have.

F. Default - If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated. If default occurred, list complete name, address, and telephone number of the party. If NO such terminations for default have been experienced by the Proposer/ Contractor in the past five years, declare that. The Commission will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.

G. Other Information – Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to the District?

H. Summary – Summarize your proposal and your firm's qualifications. Additionally, you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Include any other pertinent information that helps the District determine your overall qualifications. Your proposal summary is not to exceed two pages.

I. Cost of Services - Provide the following information:

1. The proposal must contain a fee schedule that includes hourly rates for proposed services.
2. Describe how your services are priced, and any specific pricing you can provide.
3. Define any additional charges (e.g., travel expenses).
4. Do you have any state contracts that the District would qualify to utilize?
5. Provide individual Cost for each service requested and a total for all services combined, associated with Phase II.

J. Insurance and Bonding Requirements

1. The Contractor shall submit certificates of insurance to the District for approval covering Workers' Compensation Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Contractual Liability Insurance, together with signed contract (see draft contract attached), prior to commencement of work. The Contractor shall also, prior to commencement of work, execute and record in the public records of Citrus County a statutory payment and performance bond with a surety insurer authorized to do business in the State of Florida as surety.
2. The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime proposer evidencing coverage and terms in accordance with the Proposer's requirements. The District shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the proposer and/or sub-contractor providing such insurance. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
3. Insurance Criteria
 - a. XXX shall maintain, at its own expense and without cost to DISTRICT, during the entire term of this Agreement, until final acceptance by DISTRICT of all work covered by this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida, and shall not commence work under this Agreement until the DISTRICT has received acceptable certificate(s) of insurance showing evidence of such coverage. Certificates of insurance shall designate the

DISTRICT as an additional insured. The policy limits required are to be considered minimum amounts.

- b. General Commercial Liability Insurance without restrictive endorsements or equivalent with the following minimum limits of coverage: \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Contractual Liability covering this Agreement, Broad Form Property Damage (“x-c-u exclusion removed), Completed Operations and Personal Injury;
- c. Comprehensive Automobile Liability Insurance: \$1,000,000 combined single limit for each occurrence, and
- d. WORKERS’ COMPENSATION INSURANCE: As required by law.
- e. Performance/Payment Bond: Required. 100% cost of project

K. Proposal Form – Please fill out the attached Proposal Form and include it with your proposal.

V. Evaluation Criteria and Process

A selection committee will conduct an evaluation of qualifications and will rate each submittal based upon the following criteria:

- A. Experience
- B. Ability to provide requested services.
- C. Understanding of services to be provided
- D. Personnel expertise
- E. Cost
- F. Project approach
- G. References

VI. Deadline for Submissions of Proposals

Three (3) sealed copies of the proposal must be received by the District prior to 4:00 PM prevailing time on November 7, 2024. One (1) copy should be submitted as a loosely bound reproducible copy. All copies of the proposals must be under sealed cover and plainly marked as “Interior Renovation Services Proposal (phase 2)”. Proposals shall be delivered or mailed to:

**Citrus County Mosquito Control District
Interior Renovation Services Proposal (Phase 2)
968 N Lecanto Hwy
Lecanto, Fl 34461**

Any questions regarding this proposal are to be submitted no later than November 6, 2024 to:

**George Deskins - Director
Citrus County Mosquito Control District
968 N Lecanto Hwy
Lecanto, Fl 34461
Tel: (352) 527-7478
E-Mail: gdeskins@citrusmosquito.org**

VII. Miscellaneous

The contract resulting from this solicitation may be awarded to the responsible Proposer/Contractor which submits a proposal determined to provide the best value to the District with price, technical, and other applicable factors considered. The District reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The District shall be the sole judge of its best interest.

- A.** When there are multiple line items in a solicitation, the District reserves the right to award on an individual item basis, any combination of items, or in whichever manner deemed in the best interest of the District. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the District.
- B.** The District reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the District’s best interest to do so.
- C.** Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the District.

- D.** The District further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the District may request.
- E.** Proprietary/Confidential Information: Proposers/Contractors are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the “Florida Public Records Act”). The Proposer/Contractor should not submit any information in response to this RFP which the Proposer/Contractor considers proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act. Failure to comply with the Florida Public Records Act will be considered a breach of contract and result in termination of the contract for default.
- F.** Cancellation of Solicitation: The District reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the District.
- G.** Evaluation and Award: This is a Request for Proposals and not a Request for Bids. The District has the discretion to evaluate the qualitative as well as the financial aspects of each proposal and make its selection based on what it considers to be in its best interest as a whole. The award and selection of the Vendor is solely within the discretion of the District. After the contract award has been announced, no unsuccessful Vendor should submit additional information for the District’s consideration or have any subsequent contact with District employees or officials, other than to receive a debrief from an authorized individual.
- H.** Transportation Charges: Unless proposal clearly states otherwise, prices quoted will be considered to include all charges for transportation, packaging, crates, containers, etc., necessary to complete delivery on an F.O.B. Destination basis.
- I.** Job Familiarization: Proposer/Contractor is urged to make itself fully aware of all job and facility requirements. Proposer/Contractor shall be responsible to question any discrepancies, errors, and/or omissions in the specification and totally familiarize itself with the full intent of this invitation for proposal. Failure to do so will not relieve Proposer/Contractor of the responsibility to perform to the full scope and quality of work expected by the District.

VIII. Warranty

The Contractor shall warranty all parts, equipment, and labor against failure for a period of one year after final payment by the District; provided however, that any defect that is hidden or latent shall be repaired or replaced within one (1) year of the date when the District discovers such defect. The Contractor further warrants that all repair or replacement work performed to repair or replace defective work or materials shall also be warranted to be free

of defects for a period of one (1) year from the date such repair or replacement is accepted by the District, or one year after warranty repair or replacement, whichever is later.

IX. Liquidated Damages

If the Contractor fails to accomplish the required work properly and completely within the specified contract time, the Contractor may be assessed the sum of \$50 per calendar day.

X. Laws, Rules, Regulations and Licenses

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. The Contractor shall, also, obtain, at its own expense, all permits and government approvals, and shall always be properly registered and licensed to do business in the State of Florida and Citrus County, as required to perform the work described in this Request for Proposals.

XI. Subcontracting

Unless otherwise specified in Contractor's Proposal, the Contractor shall not subcontract any portion of the work without the prior written consent of the District. Subcontracting without the prior consent of the District may result in termination of the contract for default.

XII. Assignment

The Contractor may not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the District. Failure to comply in this regard may result in termination of the contract for default.

XIII. Responsibility as Employer

The employee(s) of the Contractor shall always be considered its employee(s), and not an employee(s) or agent(s) of the District.

XIV. Change Orders

The District may order changes in the Work that may require subsequent adjustments to the Contract Price or the Contract Time. All such changes shall be authorized by a Change Order signed by the District. A Change Order is a written order to the Contractor signed by the District issued after execution of this Agreement, authorizing a change in the Work, the

Contract Price or the Contract Time. Contractor initiated Change Orders will not be accepted. The total amount to be paid for satisfactory completion of all work under the contract shall be the fixed lump sum price specified in the contract; provided however, the District reserves the right to issue Change Orders for changes to the Work directed by District.

XV. Indemnification

The Contractor shall indemnify and hold harmless the District and its officers, employees, agents and instrumentalities from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional misconduct of the Contractor and/or persons employed or utilized by the Contractor in the performance of the contract. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District and its officers, employees, agents and instrumentalities as herein provided.

XVI. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PROPOSAL FORM

Renovation and expansion of laboratory utilizing existing lab and office spaces (phase 2):

Citrus County Mosquito Control District
968 N Lecanto Hwy
Lecanto, Fl 34461

1. Submit proposal in compliance with REQUEST FOR PROPOSALS. Fill in blanks. The District reserves the right to reject incomplete bid forms.
2. This Proposal Form shall be made a part of the Contract Documents.
3. Name and Address of Proposer: _____

4. BASE COST: The Proposer proposes to perform all the Work required by the RFP and Contract Documents for the amount of: (Fill in amount in words and numbers.)

\$ _____.
5. Renovate and Expand the Laboratory: The Proposer proposes to perform Work required for the Renovation and Expansion of the Laboratory by the RFP and Contract Documents for the amount of: (Fill in amount in words and numbers.)

\$ _____.
6. Time: The Proposer proposes the following dates (Fill in):
 - a. Time for receipt of all permits necessary to perform the work: _____
 - b. Proposed Starting Date after receipt of permits: _____
 - c. Proposed calendar days required for substantial completion: _____
 - d. Proposed calendar days required for Final completion: _____
7. By submitting this Proposal Form, the Proposer certifies that it has visited the project site, is aware of existing conditions which affect the work, and has reviewed the Contract Documents, including the following Addenda: (List Addenda received)

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RENOVATION AND EXPANSION OF LABORATORY

8. Signed and sealed (Enter date, Proposer's signature, and legal business address.)

Date: _____

Name: _____

Business Address: _____

Contact Information: _____

Signature: _____

Print Name: _____

DRAFT AGREEMENT

**AN AGREEMENT BETWEEN THE
CITRUS COUNTY MOSQUITO CONTROL DISTRICT
AND
XXX (Contractor)**

For Renovation and expansion of laboratory utilizing existing lab and office spaces

THIS AGREEMENT, entered into as of this _____ day of _____, 2024, by and between XXX, whose address is _____, and who is authorized to do business in the State of Florida, hereinafter called "_____", and the Citrus County Mosquito Control District, an independent special district and public body corporate, in Citrus County, Florida, whose address is _____, hereinafter called "DISTRICT".

WITNESSETH:

Whereas the DISTRICT desires to engage the professional services of an independent contractor, licensed in the State of Florida, to perform renovation and expansion of the laboratory.

Whereas the DISTRICT has publicly submitted a Request for Proposals (RFP# _____), publicly opened on _____, 2024, at 8:00 a.m.

Whereas the DISTRICT desires to engage XXX to provide these services as a qualified contractor.

NOW, THEREFORE, the parties hereto listed above do mutually agree as follows:

1. XXX shall provide and furnish all necessary materials, transportation, and labor required to successfully complete renovation and expansion of the laboratory, as outlined in Attachment 1, **REQUEST FOR PROPOSALS & DOCUMENTS**, dated _____.

2. XXX shall perform all services expeditiously and in a manner that is consistent with professional skill and care.

3. XXX shall commence construction within Fourteen (14) calendar days of Notice to Proceed issued by the DISTRICT, comply with all the terms and conditions of this Agreement associated with the office remodeling and renovation project for the DISTRICT, and Finally Complete all work on or before _____.

4. It is expressly understood that the DISTRICT upon XXX's failure to commence and/or complete the Contract Work within the times specified in the Contract documents and stipulated herein, will sustain actual damages. Should XXX fail to Commence and Finally Complete all work within the allotted period of days, unless time extension is agreed to in writing

by the DISTRICT, the DISTRICT shall be entitled to recover from XXX the sum of fifty Dollars (\$50.00) for each and every calendar day that expires after the times specified in the contract documents for Commencement, Substantial Completion and/or Final Completion. It is understood and agreed that said sum is not considered in any sense to be a penalty. The parties agree that the sums agreed to herein are reasonably good faith estimates of the actual damages which would occur upon such failure to commence, and/or complete the work within the stipulated time period, and that the DISTRICT has, furthermore, paid XXX Fifty Dollars (\$50.00) as consideration for this provision. The DISTRICT may deduct from any payment that is due to XXX the amount of any liquidated damages that have accrued.

5. DISTRICT is aware that there exist certain conditions not under the direct control of XXX that could cause XXX delays in completing the renovation and expansion of the laboratory by the specified deadlines. XXX and DISTRICT will be responsible to notify each other in writing if any such delays occur. If such postponement should occur and the completion date of the renovation and remodeling project should be delayed, XXX will be given an extension based on the actual number of working days that the access or materials were delayed beyond the date specified in paragraph 3., above. The actual number of extension days will be provided to XXX in writing by the DISTRICT.

6. DISTRICT shall pay XXX for services rendered in accordance with the **Scope of Services** under **STATEMENT OF WORK** in the amount of:

\$ _____

as proposed by XXX (Attachment 1-**REQUEST FOR PROPOSALS & DOCUMENTS**). XXX will, upon successful completion of the renovation and expansion of the laboratory to the satisfaction of the DISTRICT, submit to the DISTRICT an invoice for the actual services rendered. The DISTRICT shall pay for the appropriate services within thirty (30) days after written acceptance of final completion by the DISTRICT.

7. DISTRICT and XXX both agree that at all times and for all purposes within the scope of this Agreement, the relationship of XXX to the DISTRICT is that of independent contractor and not that of employee. No statement contained in the Agreement shall be construed so as to find XXX an employee of the DISTRICT, and XXX shall be entitled to none of the rights, privileges or benefits of DISTRICT employees.

8. XXX warrants to the DISTRICT that it meets all necessary licensing, insurance and workers compensation requirements, and that it files all state and federal payroll taxes as required by law.

9. XXX shall be solely responsible to apply for, pay for and obtain all permits and governmental approvals as required by law, and to obtain and maintain all insurance and bonding as required by Attachment 1-**REQUEST FOR PROPOSALS & DOCUMENTS**.

10. XXX shall register with and use the E-Verify system, as provided for in Section 448.095, Florida Statutes, to verify the work authorization status of all newly hired employees

after January 1, 2021. If XXX enters into a contract with a subcontractor, the subcontractor must provide XXX with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. XXX shall maintain a copy of such affidavit for the duration of the contract. The District may terminate this contract if it has a good faith belief that XXX has failed to comply with Section 448.095, Florida Statutes.

11. XXX shall warranty all parts, equipment and labor against failure for a period of one year after final payment by DISTRICT; provided however, that any defect that is hidden or latent shall be repaired or replaced within one (1) year of the date when DISTRICT discovers such defect. XXX further warrants that all repair or replacement work performed to repair or replace defective work or materials shall also be warranted to be free of defects for a period of one (1) year from the date such repair or replacement is accepted by DISTRICT, or one year after warranty repair or replacement, whichever is later. XXX shall commence and diligently pursue the correction of any defect not later than fifteen (15) days of receiving DISTRICT's written notice of such defect. If XXX does not commence or diligently pursue to repair or replace such defects in workmanship or materials within the fifteen (15) day period, then DISTRICT may repair or replace such defects, and XXX shall reimburse DISTRICT for the costs thereof, including all interest, attorneys' fees and costs of collection. In the event that DISTRICT, in its sole discretion, determines that a defect or defects pose an immediate public health hazard, then DISTRICT may proceed without delay to make such repairs or replacements, and XXX shall be responsible for reimbursing DISTRICT for the costs thereof, including all interest, attorneys' fees and costs of collection.

12. XXX shall maintain, at its own expense and without cost to DISTRICT, during the entire term of this Agreement, until final acceptance by DISTRICT of all work covered by this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida, and shall not commence work under this Agreement until the DISTRICT has received acceptable certificate(s) of insurance showing evidence of such coverage. Certificates of insurance shall designate the DISTRICT as an additional insured. The policy limits required are to be considered minimum amounts.

General Commercial Liability Insurance without restrictive endorsements or equivalent with the following minimum limits of coverage: \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Contractual Liability covering this Agreement, Broad Form Property Damage ("x-c-u exclusion removed), Completed Operations and Personal Injury;

Comprehensive Automobile Liability Insurance: \$1,000,000 combined single limit for each occurrence, and

WORKERS' COMPENSATION INSURANCE: As required by law.

Performance/Payment Bond: Required. 100% cost of project

13. XXX shall indemnify and hold harmless the District and its officers, employees,

agents and instrumentalities from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional misconduct of the XXX and/or persons employed or utilized by XXX in the performance of the contract. XXX expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District and its officers, employees, agents and instrumentalities as herein provided.

14. DISTRICT and XXX both agree that any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by both parties.

15. XXX acknowledges and agrees that the DISTRICT is a governmental agency subject to Chapter 119, Florida Statutes, regarding access to public records, and that XXX must comply with public records laws, as described at Section 119.0701, Florida Statutes, for retention of and public access to public records, nondisclosure of exempt or confidential records except as authorized by law, transfer of public records at no cost to the DISTRICT at termination of the contract, and destruction of duplicate exempt or confidential public records. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years after conclusion of the contract, or as required by law, unless the firm is notified in writing by the DISTRICT of the need to extend the retention period. XXX will be required to make working papers available, upon request to: Federal and State cognizant agencies, successor auditors or other official designees of the DISTRICT. **IF XXX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO XXX'S DUTY TO PROVIDE PUBLIC RECORDS AT (352) 527-7478, B.Jenkins@citrusmosquito.org, 968 NORTH LECANTO HWY, LECANTO, FLORIDA 34461.**

16. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto. It is understood and agreed that Attachment 1, **REQUEST FOR PROPOSALS & DOCUMENTS**, dated _____, 2024, attached hereto and incorporated herein by reference, shall be part of this Agreement as if reproduced in whole herein. In case of a conflict between this Agreement and the RFP Specifications, it will be the terms and provisions of this Agreement that shall govern.

17. DISTRICT may at any time, give written notice to XXX to terminate this agreement in whole or part, either for the DISTRICT'S convenience or because of the failure of XXX to fulfill its Agreement obligations.

- a. Upon receipt of such notice, XXX shall:
 - i. immediately discontinue all services affected (unless the notice directs otherwise).

ii. deliver to the DISTRICT all materials and other such information as may have been accumulated or produced by XXX in the performance of this Agreement, whether completed or in process of completion.

b. If the termination is for the convenience of the DISTRICT, XXX shall be paid compensation for services performed to the date of termination.

c. If the termination is due to the failure of XXX to fulfill its Agreement obligation, the DISTRICT may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, XXX shall be liable to the DISTRICT for reasonable additional costs occasioned to the DISTRICT thereby. XXX shall not be liable for such additional costs beyond the control and without the fault or negligence of XXX.

d. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that XXX had not so failed, the termination shall be deemed to have been done for the convenience of the DISTRICT.

e. The rights and remedies of the DISTRICT provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

18. If the DISTRICT incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, XXX agrees to pay all such costs and expenses, including but not limited to, court costs, interest and reasonable attorney's fees.

19. This agreement shall be governed by the Laws of Florida. Venue for any Court proceedings or litigation shall be in the County or Circuit Court in Citrus County, Florida.

20. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

[Remainder of this page intentionally left blank]

CCMCD Request for Proposals
RENOVATION AND EXPANSION OF LABORATORY

IN WITNESS WHEREOF, the DISTRICT and XXX have executed this Agreement as of the date first written above.

CITRUS COUNTY MOSQUITO CONTROL DISTRICT

Executive Director

Attest:

Print name: _____

XXX (NAME OF CONTRACTOR)

Contractor's Representative

Witness:

Print Name: _____

Witness:

Print Name: _____

**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

I, the undersigned, am an officer or representative of [insert company name] and attest that [insert company name] does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[insert company name]

By: _____
Print Name: _____
Print Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of [insert company name], a _____, who is personally known to me, or produced _____ as identification.

Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name: _____

My commission expires: _____

ATTACHMENT 1

REQUEST FOR PROPOSALS & DOCUMENTS
Including RFP and Contractor's Response to Request for Proposals
Attached hereto and incorporated herein

ATTACHMENT 2

General organization of new laboratory and office space utilizing existing lab and office spaces.

