

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

RFP 2023-02

Mosquito Control Adulticides & Larvicides

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed Proposal".

**SEALED PROPOSAL •
DO NOT OPEN**

SOLICITATION NO: **RFP 2023-02**

SOLICITATION TITLE:

**Mosquito Control
Adulticides & Larvicides**

SUBMISSION DUE DATE/TIME:

Wednesday, February 22, 2023
4:00 PM

SUBMITTED BY:

(Name of Company)

DELIVER TO:

Florida Keys Mosquito Control District
503 107th Street, Gulf
Marathon, FL 33050

RFP 2023-02

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Commissioners for the Florida Keys Mosquito Control District, at 503 107th Street, Marathon, FL 33050, will receive SEALED BIDS for the following:

Bacillus thuringiensis israelensis (Bti) Granules
Bacillus thuringiensis israelensis (Bti) WDG
Permethrin 30%, Piperonyl-Butoxide 30%

INTERESTED PERSONS may obtain specifications by calling the Florida Keys Mosquito Control District Office at (305) 292-7190, email requests to rlmiller@keysmosquito.org or by download from the District website: www.keysmosquito.org.

SEALED BIDS WILL BE RECEIVED up to 4:00 PM on Wednesday, February 22nd, 2023 and OPENED on Thursday, February 23rd, 2023 at 10:00 AM at the Marathon Mosquito Control Office, 503 107th Street, Gulf, Marathon, FL 33050. Recommendations will be given to the Board of Commissioners at the Regular Meeting to be held on Tuesday, March 14th, 2023, at the Marathon Mosquito Control Office, 503 107th Street, Gulf, Marathon, FL 33050. Bids must be clearly marked on the face of the envelope "Adulticides & Larvicides." All Bidders are welcome to be present for the opening and/or the award of the bids.

THE BOARD reserves the right to reject any or all proposals and to waive any and all irregularities in all bids.

BY ORDER of the Board of Commissioners, Florida Keys Mosquito Control District.

Phillip L. Goodman

Chairman

ATTEST:

Thomas McDonald

Secretary-Treasurer



Please publish February 4th and 5th, 2023 Weekend Edition.

RFP 2023-02

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

INSTRUCTIONS TO BIDDERS

BID SUBMISSION: The original and 5 copies of the Bid must be delivered in person or by mail to Florida Keys Mosquito Control District, 503 107th Street, Gulf, Marathon, FL 33050, *prior* to **4:00 pm, Eastern Standard Time, on Wednesday, February 22nd, 2023.** All proposals must be sealed. The face of the envelope containing the proposal shall be clearly marked in large letters the words “Adulticides & Larvicides.”

Bids received after the published deadline shall not be accepted and will be returned unopened. However, the FKMCD Board of Commissioners shall reserve the right to accept Bids received after the posted deadline under the following conditions:

- a) The tardy submission of the Bid appears inadvertent and;
- b) The acceptance of said Bid does not afford any competing firm an unfair advantage in the selection process.

FKMCD chooses to use the RFP process rather than ITB for the procurement of Mosquito Control Adulticides and Larvicides to allow vendors an opportunity to offer alternative solutions and variations that we may wish to consider.

EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS: Bidders taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Bid. If no exceptions are indicated, it shall be interpreted as the Bidder’s intent to fully comply with the specifications as written. Exceptions taken by Bidders may result in exclusion of the Bid for consideration, depending on the extent of the exception(s).

PRINCIPALS/COLLUSION: By submission of this Bid, the undersigned, as Bidder, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the abatement materials to be supplied; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

BID WITHDRAWAL: No Bid can be withdrawn after it has been submitted and received by FKMCD unless the Bidder makes his request in writing to the FKMCD **prior** to the time set for the opening of Bids, or unless the FKMCD fails to accept it within sixty (60) days after the date fixed for opening.

BIDDER'S CERTIFICATION: Submission of a signed Bid is Bidder's certification that the Bidder will accept any awards made to him as a result of said submission of the terms contained therein. All Bids shall be firm and valid for thirty (30) days after the Bid opening date.

TAXES: FKMCD is exempt from Federal Excise and State of Florida Sales Tax. FKMCD’s Tax Exemption Certificate Number is 85-8012646232C-1.

OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The FKMCD encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer. It is also understood and agreed that each local entity will establish its own contract, be invoiced and make its own payments to the successful bidder in accordance with the terms of the contract established between the local governmental entity and the successful bidder. It is also hereby mutually understood and agreed that FKMCD is not a legally bound party to any contractual agreement made between the successful bidder and any local entity other than FKMCD.

Additionally, bidders must be aware that, as a tax-supported government agency, FKMCD is eligible to purchase items under State of Florida Competitive Bidding Contracts or from any other government agency utilizing competitive bidding, and may exercise this option if it is in the best interest of FKMCD. If a similar product becomes available at a price less than the awarded bid price by at least five percent (5%), FKMCD reserves the right to purchase that product in lieu of the bid material.

RELATION OF FKMCD: It is the intent of the parties hereto that the successful Bidder shall be legally considered as an independent contractor, and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the FKMCD, and that the FKMCD shall be at no time legally responsible for any negligence on the part of said successful Bidder, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

EXPENSES INCURRED IN PREPARING BID: The FKMCD accepts no responsibility for any expenses incurred in the Bid preparation or presentation; such expenses are to be borne exclusively by the Bidder.

LOBBYING: All firms are hereby placed on **NOTICE** that the FKMCD Board of Commissioners does not wish to be lobbied, either individually or collectively, in reference to this Bid. Firms and their agents are not to contact members of the FKMCD Board of Commissioners for such purposes as meetings of introduction, luncheons, dinners, etc.

During the process, ***from Bid closing to final Board approval***, no firm or their agent shall contact any other employee of FKMCD in reference to this Bid, with the exception of the Executive Director, Director of Operations, the Purchasing Agent, or his or her designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this Bid to the firm.

BID FORM: Each Bidder must sign and submit the Bid forms included in this Request for Proposal.

SINGLE BID: Only **one** Bid from a legal entity as primary will be considered. A legal entity who submits a Bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subfirm to any other firm submitting under the same Bid. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a subfirm to any other firm or firms submitting under the same Bid. If it is found that a Bidder is in violation of this section, all Bids in which such a Bidder is listed will be rejected.

SIGNATURE OF BIDDER: The Bidder must sign the Bid in the spaces provided for signatures. If the Bidder is an individual, the words “Sole Owner” shall appear after his signature. If the Bidder is a partnership, the word “Partner” shall appear after the signature of one of the partners. If the Bidder is a corporation, the signature required is the Officer(s) or Individual(s) duly authorized by its by-laws or the Board of Directors to bind the corporation with the official corporate seal affixed hereto.

REJECTION OR ACCEPTANCE OF BIDS: The FKMCD Board of Commissioners reserves the right to waive any irregularities in any Bid, to reject any or all Bids, to re-solicit for Bids, if desired, and upon recommendation and justification by FKMCD to accept the Bid which in the judgment of the FKMCD is deemed the most advantageous for the public and the FKMCD.

Any Bid which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be subject to rejection. In the event of default of the successful Bidder, the FKMCD reserves the right to accept the Bid of any other Bidder or to re-advertise using the same or revised documentation, at its sole discretion.

PUBLIC ENTITY CRIME: In accordance with Florida Statutes Chapter 287, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 of \$35,000.00 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Prior to award of this contract, vendors will be required to execute the Sworn Statement on Public Entity Crimes attached to this solicitation.

E-VERIFY COMPLIANCE: The successful bidder shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term.

KEY PERSONNEL: The personnel named in the Bid shall remain responsible throughout the Bid award period. No diversion or replacement may be made without submission of a resumé of the proposed replacement with final approval being granted by FKMCD.

PROHIBITION OF GIFTS TO FKMCD EMPLOYEES: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any FKMCD employee or commissioner, as set forth in Chapter 112.3148, Florida Statutes.

LICENSES: The Bidder, at time of Bid, shall possess the correct occupational licenses or other authorizations necessary to supply the abatement materials requested in this Bid package, pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

SELECTION CRITERIA: The vendor and product will be selected through a combination of:
1) Pricing 2) Vendor Experience 3) District's Historical Success with Efficacy 4) Delivery Time
5) Proposed Contract Period

TERMS OF AWARD: The pricing submitted by the successful Bidder(s) shall be effective on or before April 1, 2023, until re-bid (bid period not to exceed three years). All awards, regardless of contracted period, are subject to annual budget approvals.

DELIVERY: The Bidder shall state in the space provided on the Bid form a guaranteed maximum delivery time and provide detailed ordering instructions. A current copy of the manufacturer's Material Safety Data Sheet for the item(s) delivered must be included with each shipment.

ADDITIONAL INFORMATION: Questions related to this Bid packet should be directed to:

Rochele Miller
Florida Keys Mosquito Control District
(305)292-7190, ext. 122
rmiller@keysmosquito.org

All questions must be in writing and be received no later than three (3) calendar days prior to the February 22nd, 2023, bid acceptance date. Should any questions or responses require revisions to the Request for Proposal as originally published, such revisions will be by formal amendment only.

**BID SPECIFICATIONS FOR
*Bacillus thuringiensis israelensis (Bti) Granules***

General: The purpose of these specifications is to describe the abatement material of desired quality. The price quoted shall be the net cost (product, shipping, etc...) to the District. You must submit an EPA approved label and MSDS for all pesticides.

Limits: This proposal shall be effective from April 1, 2023, until re-bid (bid period not to exceed three years). All awards, regardless of contracted period, are subject to annual budget approvals. The District shall requisition the materials as needed. The proposal shall be for approximately Four Hundred Fifty thousand (450,000) pounds per calendar year, containing not less than 200 *Bti* ITU/mg. The *Bti* should be attached to a light-weight product of approximately 10-14 mesh corn cob granules. Must be able to deliver 10,000 lbs of product within two (2) days of order placement and 32,000 lbs of product within one week (7 days) of order placement, with a potential maximum of 100,000 lbs to be delivered in any given month. *Bti*-based larvicides must contain an EPA label allowing the applicators to apply without the use of a dust/mist filtering respirator when applied from an enclosed cab or aircraft. The product must be registered with the EPA for mosquito control and registered for use in Florida. Product must be deliverable in 40 lb. bags and 1,200 lb. capacity “bulk bags” with a maximum height of 52 inches.

Proposal: The undersigned, as Bidder, does declare that this proposal is made in accordance with these specifications, and that no other persons other than the Bidder herein named has any interest in the proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same abatement materials, and is in all other respects fair and without collusion or fraud. The undersigned further declares that he will furnish the necessary materials in accordance with these specifications and the prices stated shall remain in effect throughout the bid period as defined above.

***Bacillus thuringiensis israelensis*– Granules (minimum 200 ITU/mg)**

Product Name: _____

Amount of Active Ingredient/mg of formulated product in International Toxicity Units only: _____

| | | Packaging | Cost per lb. |
|---------------------------|------------|------------------|---------------------|
| One Year Pricing | Option (1) | 40 lb bag | \$ |
| | Option (2) | 1200 lb bulk bag | \$ |
| | Option (3) | | \$ |
| Multi-Year Pricing | Option (1) | 40 lb bag | \$ |
| | Option (2) | 1200 lb bulk bag | \$ |
| | Option (3) | | \$ |

Approximate # of Days from Order Placement to Delivery: _____

Individual/Partnership/Corporation (strike out words not applicable)

BID SPECIFICATIONS FOR
Bacillus thuringiensis israelensis (Bti) Granules
(continued)

Company: _____ By: _____

Email: _____ Phone: _____

Address: _____

Contact Person: _____

Phone No. for Ordering: _____ (attach ordering information, if necessary)

BID SPECIFICATIONS FOR
Bacillus thuringiensis israelensis (Bti) Water Dispersible Granule

General: The purpose of these specifications is to describe the abatement material of desired quality. The price quoted shall be the net cost (product, shipping, etc...) to the District. You must submit an EPA approved label and MSDS for all pesticides.

Limits: This proposal shall be effective from April 1, 2023, until re-bid (bid period not to exceed three years). All awards, regardless of contracted period, are subject to annual budget approvals. The District shall requisition the materials as needed. The proposal shall be for approximately thirty five thousand (35,000) pounds per calendar year, containing not less than 3000 *Bti* ITU/mg. The *Bti* should be attached to a water dispersible granule and labeled for application over residential areas. *Bti*-based larvicides must contain an EPA label allowing the applicators to apply without the use of a dust/mist filtering respirator when applied from an enclosed cab or aircraft. The product must be registered with the EPA for mosquito control and registered for use in Florida.

Proposal: The undersigned, as Bidder, does declare that this proposal is made in accordance with these specifications, and that no other persons other than the Bidder herein named has any interest in the proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same abatement materials, and is in all other respects fair and without collusion or fraud. The undersigned further declares that he will furnish the necessary materials in accordance with these specifications and the prices stated shall remain in effect throughout the bid period as defined above.

Bacillus thuringiensis israelensis– Water Dispersible Granule (3000 ITU/mg)

Product Name: _____

Amount of Active Ingredient/mg of formulated product in International Toxicity Units only: _____

| | | Packaging | Cost per lb. |
|---------------------------|------------|------------------|---------------------|
| One Year Pricing | Option (1) | 25 lb container | \$ |
| | Option (2) | | \$ |
| Multi-Year Pricing | Option (1) | 25 lb container | \$ |
| | Option (2) | | \$ |

Approximate # of Days from Order Placement to Delivery: _____

Individual/Partnership/Corporation (strike out words not applicable)

Company: _____ By: _____

Email: _____ Phone: _____

Address: _____

Contact Person: _____

Phone No. for Ordering: _____ (attach ordering information, if necessary)

**BID SPECIFICATIONS FOR
Permethrin 30%, Piperonyl Butoxide 30%**

General: The purpose of these specifications is to describe the abatement material of desired quality. The price quoted shall be the net cost (product, delivery, pickup, etc...) to the District. You must submit an EPA approved label and MSDS for all pesticides.

Limits: This proposal shall be effective from April 1, 2023, until re-bid (bid period not to exceed three years). All awards, regardless of contracted period, are subject to annual budget approvals. The District shall requisition the materials as needed. The proposal shall be for approximately One Thousand (1,000) gallons of an adulticide product per calendar year, containing not less than 30% permethrin and 30% piperonyl butoxide. The product must be delivered in a 55 gallon drum or a stainless steel returnable mini-tote (capacity: 275 gallons). All mini-bulks must include tamper resistant seals for product safety. Delivery must be within five (5) days of order placement. The product must be registered with the EPA for mosquito control and registered for use in Florida.

Quality: **Permethrin 30%, Piperonyl Butoxide 30%**

Active Ingredients: Permethrin (30%) and Piperonyl Butoxide (30%)
Other Ingredients: 40%

Proposal: The undersigned, as Bidder, does declare that this proposal is made in accordance with these specifications, and that no other persons other than the Bidder herein named has any interest in the proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same abatement materials, and is in all other respects fair and without collusion or fraud. The undersigned further declares that he will furnish the necessary materials in accordance with these specifications and the prices stated shall remain in effect throughout the bid period as defined above. The District will determine awarded contract length, based on pricing.

Permethrin 30%, Piperonyl Butoxide 30%

| | | Packaging | Cost per gallon |
|------------------------------------|------------|------------------|------------------------|
| One Year Pricing | Option (1) | 55 gallon drum | \$ |
| | Option (2) | 275 gallon tote | \$ |
| 2nd Year Pricing | Option (1) | 55 gallon drum | \$ |
| | Option (2) | 275 gallon tote | \$ |
| 3rd Year Pricing | Option (1) | 55 gallon drum | \$ |
| | Option (2) | 275 gallon tote | \$ |

Approximate # of Days from Order Placement to Delivery: _____

Individual/Partnership/Corporation (strike out word/s not applicable).

Company: _____ By: _____

Email: _____ Phone: _____

Address: _____

Contact Person: _____

Phone No. for Ordering: _____ (attach ordering information, if necessary)

287.133 PUBLIC ENTITY CRIME; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES.

(1) As used in this section:

(a) "Affiliate" means:

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

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

(c) "Convicted vendor list" means the list required to be kept by the department pursuant to paragraph (3)(d).

(d) "Department" means the Department of Management Services.

(e) "Person" means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

(f) "Public entity" means the State of Florida, any of its departments or agencies, or any political subdivision. (g)

"Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

(3)(a) All invitations to bid, requests for proposals, and invitations to negotiate, as defined in s. [287.012](#), and any contract document described by s. [287.058](#) shall contain a statement informing persons of the provisions of paragraph (2)(a).

(b) Any person must notify the department within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Any public entity which receives information that a person has been convicted of a public entity crime shall transmit that information to the department in writing within 10 days.

(c) If the department has reason to believe that a person or an affiliate has been convicted of a public entity crime, the department may issue a written demand upon that person or affiliate, concerning any such conviction or affiliation, to appear and be examined under oath, to answer interrogatories under oath, or to produce documents or other tangible evidence for inspection and copying. The department shall conduct any such inquiry in accord with applicable provisions of the Florida Rules of Civil Procedure.

(d) The department shall maintain a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process under this section. The department shall publish an initial list on January 1, 1990, and shall publish an updated version of the list quarterly thereafter. The revised quarterly lists shall be electronically posted. Notwithstanding this paragraph, a person or affiliate disqualified from the public contracting and purchasing process pursuant to this section shall be disqualified as of the date the final order is entered.

(e)1. Upon receiving reasonable information from any source that a person has been convicted, the department shall investigate the information and determine whether good cause exists to place that person or an affiliate of that person on the convicted vendor list. If good cause exists, the department shall notify the person or affiliate in writing of its intent to place the name of that person or affiliate on the convicted vendor list, and of the person's or affiliate's right to a hearing, the procedure that must be followed, and the applicable time requirements. If the person or affiliate does not request a hearing, the department shall enter a final order placing the name of the person or affiliate on the convicted vendor list. No person or affiliate may be placed on the convicted vendor list without receiving an individual notice of intent from the department.

2. Within 21 days of receipt of the notice of intent, the person or affiliate may file a petition for a formal hearing pursuant to ss. [120.569](#) and [120.57\(1\)](#) to determine whether it is in the public interest for that person or affiliate to be placed on the convicted vendor list. A person or affiliate may not file a petition for an informal hearing under s. [120.57\(2\)](#). The procedures of chapter 120 shall apply to any formal hearing under this section except where they are in conflict with the following provisions:

a. The petition shall be filed with the department. The department shall be a party to the proceeding for all purposes.

b. Within 5 days after the filing of the petition, the department shall notify the Division of Administrative Hearings of the request for a formal hearing. The director of the Division of Administrative Hearings shall, within 5 days after receipt of notice from the department, assign an administrative law judge to preside over the proceeding. The administrative law judge, upon request by a party, may consolidate related proceedings.

c. The administrative law judge shall conduct the formal hearing within 30 days after being assigned, unless otherwise stipulated by the parties.

d. Within 30 days after the formal hearing or receipt of the hearing transcript, whichever is later, the administrative law judge shall enter a final order, which shall consist of findings of fact, conclusions of law, interpretation of agency rules, and any other information required by law or rule to be contained in the final order. Such final order shall place or not place the person or affiliate on the convicted vendor list.

e. The final order of the administrative law judge shall be final agency action for purposes of s. [120.68](#).

f. At any time after the filing of the petition, informal disposition may be made pursuant to s. [120.57\(4\)](#). In that event, the administrative law judge shall enter a final order adopting the stipulation, agreed settlement, or consent order.

3. In determining whether it is in the public interest to place a person or affiliate on the convicted vendor list, the administrative law judge shall consider the following factors:

a. Whether the person or affiliate committed a public entity crime.

b. The nature and details of the public entity crime.

c. The degree of culpability of the person or affiliate proposed to be placed on the convicted vendor list.

d. Prompt or voluntary payment of any damages or penalty as a result of the conviction.

e. Cooperation with state or federal investigation or prosecution of any public entity crime, provided that a good faith exercise of any constitutional, statutory, or other right during any portion of the investigation or prosecution of any public entity crime shall not be considered a lack of cooperation.

f. Disassociation from any other persons or affiliates convicted of the public entity crime.

g. Prior or future self-policing by the person or affiliate to prevent public entity crimes.

h. Reinstatement or clemency in any jurisdiction in relation to the public entity crime at issue in the proceeding.

i. Compliance by the person or affiliate with the notification provisions of paragraph (b).

j. The needs of public entities for additional competition in the procurement of goods and services in their respective markets.

k. Mitigation based upon any demonstration of good citizenship by the person or affiliate.

4. In any proceeding under this section, the department shall be required to prove that it is in the public interest for the person to whom it has given notice under this section to be placed on the convicted vendor list. Proof of a conviction of the person or that one is an affiliate of such person shall constitute a prima facie case that it is in the public interest for the person or affiliate to whom the department has given notice to be put on the convicted vendor list. Prompt payment of damages or posting of a bond, cooperation with investigation, and termination of the employment or other relationship with the employee or other natural person responsible for the public entity crime shall create a rebuttable presumption that it is not in the public interest to place a person or affiliate on the convicted vendor list. Status as an affiliate must be proven by clear and convincing evidence. If the administrative law judge determines that the person was not convicted or is not an affiliate of such person, that person or affiliate shall not be placed on the convicted vendor list.

5. Any person or affiliate who has been notified by the department of its intent to place his or her name on the convicted vendor list may offer evidence on any relevant issue. An affidavit alone shall not constitute competent substantial evidence that the person has not been convicted or is not an affiliate of a person so convicted. Upon establishment of a prima facie case that it is in the public interest for the person or affiliate to whom the department has given notice to be put on the convicted vendor list, that person or affiliate may prove by a preponderance of the evidence that it would not be in the public interest to put him or her on the convicted vendor list, based upon evidence addressing the factors in subparagraph 3.

(f)1. A person on the convicted vendor list may petition for removal from the list no sooner than 6 months from the date a final order is entered disqualifying that person from the public purchasing and contracting process pursuant to this section, but may petition for removal at any time if the petition is based upon a reversal of the conviction on appellate review or pardon. The petition shall be filed with the department, and the proceeding shall be conducted pursuant to the procedures and requirements of this subsection.

2. A person may be removed from the convicted vendor list subject to such terms and conditions as may be prescribed by the administrative law judge upon a determination that removal is in the public interest. In determining whether removal would be in the public interest, the administrative law judge shall give consideration to any relevant factors, including, but not limited to, the factors identified in subparagraph (e)3. Upon proof that a person's conviction has been reversed on appellate review or that he or she has been pardoned, the administrative law judge shall determine that removal of the person or an affiliate of that person from the convicted vendor list is in the public interest.

3. If a petition for removal is denied, the person or affiliate may not petition for another hearing on removal for a period of 9 months after the date of denial, unless the petition is based upon a reversal of the conviction on appellate review or a pardon. The department may petition for removal prior to the expiration of such period if, in its discretion, it determines that removal would be in the public interest.

(4) The conviction of a person for a public entity crime, or placement on the convicted vendor list, shall not affect any rights or obligations under any contract, franchise, or other binding agreement which predates such conviction or placement on the convicted vendor list. However, the administrative law judge in a proceeding instituted under this section may declare voidable any specific contract, franchise, or other binding agreement entered into after July 1, 1989, by a person placed on the convicted vendor list and a public entity, but only if the administrative law judge finds as fact that the person to be placed on the list has not satisfied the criteria set forth in sub-subparagraphs (3)(e)3.d., f., and g.

(5) The provisions of this section do not apply to any activities regulated by the Florida public Service Commission or to the purchase of goods or services made by any public entity from the Department of Corrections, from the nonprofit corporation organized under chapter 946, or from any accredited nonprofit workshop certified under ss. [413.032-413.037](#).

History.—s. 2, ch. 89-114; s. 1, ch. 90-33; s. 32, ch. 90-268; s. 259, ch. 92-279; s. 55, ch. 92-326; s. 217, ch. 95-148; s. 33, ch. 95-196; s. 4, ch. 95-420; s. 62, ch. 96-410; s. 58, ch. 99-13; s. 29, ch. 2002-207.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt of a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, member, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Who, after first sworn by me, affixed his/her signature in the space provided

(name of individual signing)

above on this _____ day of _____, 20_____

NOTARY PUBLIC

My commission expires:

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

BIDDER ACKNOWLEDGEMENT

MAIL BIDS TO:
FLORIDA KEYS MOSQUITO CONTROL DISTRICT
503 107TH STREET GULF
MARATHON, FL 33050

ALL AWARDS MADE AS A RESULT OF THIS BID SHALL CONFORM TO APPLICABLE FLORIDA STATUTES.

NAME OF VENDOR

MAILING DATE:

MAILING ADDRESS

CITY – STATE – ZIP

CERTIFIED OR CASHIER'S CHECK IS ATTACHED
WHEN REQUIRED, IN THE AMOUNT OF \$

TELEPHONE NUMBER

EMAIL ADDRESS

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, OR EQUIPMENT AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED)

GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid follow these instructions.

SEALED BIDS: All bid sheets and this form must be executed and returned. All bids are subject to the conditions specified hereon and on the attached sheets.

RETURN ONE ORIGINAL AND SPECIFIED NUMBER OF COPIES: Bid must be submitted in sealed envelope. The face of the envelope shall contain, in addition to the above address, the bid number.

1. EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided above. The company name must also appear on each page of the bid as required.
2. NO BID: If not submitting a bid, respond by returning one copy of this form, marking it "No Bid," and explain below the reason. Repeated failure to quote without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date an hour.

Reason for "no bid": _____

3. PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In case of a mistake in extensions, the unit price will take precedence. All prices F.O.B. destination (unless otherwise stated in special conditions). Bidders may offer discounts as an inducement to secure expeditious payment of invoices. Additional discount for prompt payment may be considered in making the award. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. Prices and extensions shall be typed or printed in ink.
 - a) TAXES: The FKMCD does not pay federal excise and state sales taxes. Do not include these items on invoices. The applicable tax exemption number is shown on purchase order.
 - b) MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - c) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
 - e) BIDDER'S CONDITIONS: Any conditions to be made as part of the bid, should be submitted by letter with notes thereof on bid sheet for consideration.

4. **EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not to limit competition. Bid any brand which meets or exceeds the quality of specifications listed for any item. If the bid is based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications as listed. Include fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications listed in the form.
5. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in –
 1. Vendor's name being removed from the FKMCD vendor mailing list.
 2. All area departments being advised not to do business with vendor without written approval.
6. **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.
7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday.
8. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be submitted to the buyer no later than three (3) days prior to the bid opening.
9. **AWARDS:** As the best interest of FKMCD may require, the right is reserved to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this proposal unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".
10. **BID OPENING:** Shall be public, on the date at the time specified on the bid form. All bids received after that time shall be returned. Offers by telegram or telephone are not acceptable.
11. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer.
13. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes, wherein it states, in part: "... all bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the FKMCD. All bidders must disclose the name of any employee who owns directly or indirectly an interest of 5% or more in the bidder's firm or any of its branches..."
15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
16. **LEGAL REQUIREMENTS:** Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **PATENTS & ROYALTIES:** The bidder without exception, shall indemnify and save harmless, the FKMCD and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MCMCD the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
18. **STANDARD COMMERCIAL WARRANTY:** The manufacturers'/sellers' standard commercial warranty shall apply to all the items described herein and the seller shall furnish a copy to the buyer as a part of his bid.
19. **SPECIAL CONDITIONS:** Any and all special conditions that may vary from these General Conditions shall have precedence.

BIDS SHOULD BE MAILED EARLY ENOUGH PRIOR TO THE OPENING DATE/TIME TO PERMIT TIMELY DELIVERY BY THE POSTAL DEPARTMENT OR ANY OTHER EXPRESS MAIL SERVICE. BIDS MAILED ONLY ONE OR TWO DAYS PRIOR TO THE OPENING DATE INVARIABLY RESULT IN LATE BIDS. BIDS WILL BE RECEIVED UP UNTIL THE TIME ANNOUNCED HEREIN FOR OPENING, ANY BIDS RECEIVED AFTER THE TIME SPECIFIED FOR OPENING WILL NOT BE ACCEPTED FOR CONSIDERATION AND WILL BE RETURNED TO THE SENDER UNOPENED.

ENCLOSED IS THE FLORIDA CRIMES ENTITY FORM WHICH MUST BE FILLED OUT AND NOTARIZED AND RETURNED WITH SIGNED BID OR BID WILL NOT BE VALID.