

**REQUEST FOR PROPOSALS  
PROFESSIONAL AERIAL and GROUND MOSQUITO  
CONTROL SERVICES**

**RFP No. 2017-26**

**OPENING DATE AND TIME: January 19, 2017 @ 2:00 pm**



**Prepared by:** Okeechobee County Emergency Management/Mosquito Control  
**Dated:** 12/18/2017

**OKEECHOBEE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OKEECHOBEE FL 34972**

**RFP No. 2017-26**

**Terry W. Burroughs, CHAIR  
David E. Hazellief  
Bryant H. Culpepper  
Bradley G. Goodbread  
Kelly Owens**

**Robbie Chartier, COUNTY ADMINISTRATOR  
Law Office of Cassels & McCall, COUNTY ATTORNEY**

**REQUEST FOR PROPOSALS  
PROFESSIONAL AERIAL and GROUND MOSQUITO  
CONTROL SERVICES  
RFP No. 2017-26**

**Opening Date and Time: January 19, 2018 @ 2:00 pm**

The Okeechobee County Board of County Commissioners is seeking proposals from responsive and responsible bidders for award to provide professional aerial and ground mosquito control services, as requested by the County and described in the Request for Proposals (RFP). In order to be considered, proposals must be received by the Board of County Commissioners at the 304 NW 2nd Street, Room 123 Okeechobee, FL 34972 (Clerk's Office) in the Okeechobee County Courthouse Complex, 304 NW 2<sup>nd</sup> St., Okeechobee Florida by January 19, 2018 at 2:00 p.m., at which time all responses to this request will be recorded in the presence of one or more witnesses.

This solicitation does not commit Okeechobee County to award any contracts, to pay any costs incurred in the preparation of a response to this RFP, or to contract for any services. The County reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this RFP, if it is in the best interest of the County to do so.

Okeechobee County is an Equal Opportunity Employer and Drug/Smoke Free Work Place.

Terry W. Burroughs, Chair  
Board of County Commissioners

## PART I

### GENERAL INFORMATION

All responses which comply with the requirements of this RFP will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response to this RFP.

Two clearly identified originals and five (5) copies of your proposal submittal are required, in a sealed package. Please see Part III, Submission Requirements, for complete instructions.

Proposal submittals will be received by the Clerk's Office until 2:00 p.m. on the opening date shown.

Proposal submittals are to be mailed to:

Okeechobee County Administration  
304 NW 2nd St.  
Room 123  
Okeechobee, FL 34972

Hand-Deliver and/or Express Mail to:

Okeechobee County Administration,  
304 NW 2nd St.  
Room 123  
Okeechobee, FL 34972  
Phone Number 863-763-6441 Extension # 2

The submitting offer is required to have printed on the **sealed** envelope and outer wrapping containing their submission their return address, the RFP Number, Title, Opening Date and Time.

Proposals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All proposals shall remain in effect for a period of thirty (30) days after the last day on which proposals must be submitted.

## PART II

### TECHNICAL SPECIFICATIONS

#### 1.0 Purpose

Okeechobee County (County) is soliciting proposals from responsive and responsible bidders for award to provide professional aerial and ground mosquito control services, and other services as requested by the County and described in this Request for Proposal (RFP).

#### 2.0 Current Services

The County currently provides for mosquito control services for certain populated areas. Services include surveillance & monitoring of mosquito populations, larval control, truck and aerial adulticide treatment, and program management.

#### 3.0 Agreement Term

This Agreement is effective for three years beginning May 1, 2018, and continuing through December 31, 2021 ("Initial Term"). This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides the other party with ninety (90) days written notice at the end of the Initial Term or any Renewal Term unless terminated earlier pursuant to the contract.

#### 4.0 Scope of Services

Bidders shall be fully acquainted with the conditions relating to the execution of work required in this RFP. Failure of the bidder to become acquainted with existing conditions and the scope of services will in no way relieve the bidder of any obligation with respect to its RFP submittal.

**Duties** – The bidder shall have and perform the following duties, obligations, and responsibilities to the County:

##### 4.1 Surveillance & Monitoring

- **Adult Mosquito Population and Monitoring:** Set up and maintain a CDC (CO<sup>2</sup> Baited) light trap network to monitor adult mosquito population as directed by the County. Identify the mosquitoes collected and provide a report by species and location to the County following each setting of the light traps. Set up and maintain BG Sentinel (baited) traps in various county locations selected by the local mosquito control director.

- Larval Inspections: Regularly inspect potential mosquito breeding sites as directed by the County. Each site will be documented and entered into a computer database. Samples taken from sites will be identified to species and a report provided to the County. Data will be maintained as to site and species breeding pursuant to the terms of this Agreement.
- Landing Counts: Perform landing rate counts on an as needed basis to provide data to meet Florida DACS requirements for ULV application.
- Complaint Call Tracking/Response: Establish a local or toll free telephone number so that the public can request mosquito control services, ask for a no-adulticide zone to be established for their property, request notification of when adulticide missions may impact their property, health, or for whatever reasonable request. The County shall be provided with a weekly copy of the call logs including the date of a return call and the action taken. All calls shall be returned within 48-hours excluding weekends.
- No Spray Zones: Monitor and identify “no spray” areas provided by County or by resident notification to accommodate chemically sensitive residents or areas.

#### **4.2 Larval Control**

- Each site found breeding will be treated with an appropriate larvicide. Treatments will be made by hand, backpack or helicopter depending on site size and accessibility.
- Each site treated will be recorded in an electronic format for future information and in accordance with requirements of Florida Statutes. Regular reports will be provided to the County of all larvicide applications.

#### **4.3 Adult Control**

- Ground ULV Adulticiding via Truck. Provide ground ULV applications for control of adult mosquitoes via truck on an as needed basis as directed by the County. Each truck will be equipped with a GPS tracking system that will provide a detailed record of each application. A route map of the areas to be treated will be prepared and a copy provided to the County in an electronic format approved by the County’s GIS Department.

- Aerial ULV Adulticiding. Provide aerial ULV applications for control of adult mosquitoes as needed . Aerial ULV applications will also be provided on an as needed basis as directed by the County. GPS tracking system must be utilized to provide a detailed record from each application.

#### **4.3 Program Management**

- Provide a program manager to oversee the Okeechobee County Mosquito Control Program. The program manager will provide regular reports on all operations as directed by the County and required by FDACS. The program manager will report to the County Emergency Management Director. The program manager will coordinate mosquito control activities through the Emergency Management Director.
- The selected bidder shall provide a fully Integrated Mosquito Management Program (Physical Source Reduction, Chemical and Biological) for the control of nuisance and disease vector mosquitoes in the unincorporated areas of Okeechobee County.
- Maintain and provide all necessary licenses and certifications for pesticide application.
- All treatments, no matter the form, shall be conducted in accordance with all Federal Aviation, Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Transportation, Florida Department of Agriculture, and all other Federal, State, and local laws, rules, ordinances, statutes, and policies, as well as product labeling and the Material Safety Data Sheet of all products applied.
- The program manager shall implement an outreach educational program targeting school-age children and general public awareness.
- An operations yard, lab and office shall be established and maintained in Okeechobee County to provide customer service, equipment storage and perform mosquito identification. This requirement does not pertain to aerial equipment and operations.

#### **4.4 Optional Services** – This may include, but is not limited to the following services for a price to be determined.

1. Aerial survey for mosquito breeding sites
2. Catch basin applications
3. Backpack barrier applications
4. Sticky Spray Mitigation Barrier
5. Other services as negotiated

#### **4.4 Environmental Disclosures** – Each party will immediately notify the other party at the time the party becomes aware of any adverse environmental impacts resulting from the specific services rendered.

## PART III

### **SUBMISSION REQUIREMENTS**

#### **1.0 Proposal Submittal**

Bidder shall submit two (2) originals and five (5) copies of its proposal submittal in a sealed package. An electronic PDF copy shall also be provided. Proposals should be printed double-sided on recycled-content paper and should be no more than fifty (50) numbered pages in length, excluding "Required Documents" and Price Forms. Proposals must be received by the due date and time above by the Okeechobee County Clerk of the Circuit Court at the address listed on Page 4, General Information.

Proposals should include the information listed below in the order requested, with each section clearly marked.

- (1) Required Documents, as outlined below.
- (2) Demonstration of Bidder Qualifications, as outlined below.
- (3) In a separate sealed envelope, completed Price Forms.

#### **2.0 Bidder Qualifications**

Bidder must demonstrate that it has the qualifications required by the County to provide the services required in this RFP. At a minimum, bidder must provide the information outlined below. The determination of the degree of the bidder's qualifications will be made by the County at its sole discretion. The incumbent contractor need not provide the information specified in Section 2.0.2. The incumbent's abilities addressed by Section 2.0.2 will be evaluated based upon the County's experience with the incumbent.

- 2.0.1 Experience:** Bidder must document that it has at least five (5) years of actual operating experience in the business of providing mosquito control services in service districts of similar size or larger, and in complexity to that of Okeechobee County.
- 2.0.2 References:** Bidder must provide at least three (3) customer references. If available, such references should be representatives of Florida jurisdictions to which the bidder is providing or has provided mosquito control service within the last five (5) years. Reference information should include customer name; description of services; and contact name, title, phone and facsimile numbers, e-mail address, and mailing address.
- 2.0.3 Organization:** Bidder must include a project organization chart indicating titles and total number of personnel devoted to work conducted pursuant to the contract. The bidder shall provide a resume of the personnel who will actually work on the contract. The local senior management must have at least ten (10) years of mosquito control experience by providing resume(s).



- 2.0.4 Equipment:** Bidder must provide a detailed list of all equipment that will be utilized in the performance of this contract. Enter Equipment information on Attachment J
- 2.0.5 Management Program:** Bidder must provide a plan for an Integrated Mosquito Control Management Program in Okeechobee County.
- 2.0.6 Financial Capability:** Bidder must demonstrate it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for posting the required performance guarantee and for procurement of equipment, facilities, and other initial material and staffing needed to satisfactorily conduct the services required in this RFP. Bidder must either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available.
- 2.0.7 Satisfactory Past Performance:** Bidder must document its satisfactory past performance by providing a description of all criminal, civil, or administrative actions; losses of service contracts; and bid bond or performance bond claims involving more than \$100,000 against the bidder by a government authority during the past five (5) years related to mosquito control operations. For each such occurrence, the bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; alleged charges, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, the bidder shall so state.

## 2.1 Price Form

Enter pricing on Attachment I.

***Price Forms must be submitted in a separate, sealed envelope included in the main envelope.***

## 2.2 Required Documents

**Forms:**

- Attachment A - No Lobbying Affidavit
- Attachment B - Anti-Collusion Statement/No Gifts Statement
- Attachment C - Proposer's Certification
- Attachment D - Public Entity Crime Statement
- Attachment E - Conflict of Interest Disclosure Form
- Attachment F - Drug-Free Workplace Certification
- Attachment G - Exceptions (if applicable)
- Attachment H - Price Sheet
- Attachment I – Equipment List
- Attachment J – Maps

**PART IV**

**BID GUARANTEE**

**Bid Guarantee:** Bidder must provide a bid guarantee in the amount of \$10,000. This bid guarantee must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. The County will return bid guarantees to all bidders, except the successful bidder, upon execution of an Agreement(s).

Upon execution of the Agreement(s), the successful bidder(s) must supply a performance guarantee equivalent to the estimated value of the contract. The bid guarantee is subject to be forfeited if the successful bidder fails to furnish the required performance guarantee or to satisfy any other conditions precedent within a reasonable time as determined by the County. Upon satisfaction of the conditions precedent, the successful bidder's bid guarantee will be returned.

## PART V

### **CONTRACTUAL REQUIREMENTS**

1. **AGREEMENT**: The successful proposer will be required to enter into the County's form agreement for services.
2. **INSURANCE**: **Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.**

### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded for Bodily Injury and Property Damage Liability with Combined Single Limits of not less than \$1,000,000 per occurrence, Products and Completed Operations for not less than \$1,000,000 per occurrence, and Personal and Advertising Injury for not less than \$1,000,000 per occurrence.

### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

### **POLLUTION LIABILITY**

Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.

When this contract includes the pick-up, transportation or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Autos and Truckers coverage Forms)

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**A. Commercial General Liability and Automobile Liability Coverages**

- i. The Okeechobee County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- ii. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- iii. Coverage shall be on an occurrence basis, not claims made.

**B. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

**C. All Coverages**

The Contractor shall provide a Certificate of Insurance (or Policy Endorsement) to the County with a Thirty (30) day notice of cancellation or nonrenewal.

**SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

- 3. **LICENSES; FLORIDA LAW:** Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in the State of Florida and Okeechobee County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in the State of Florida and Okeechobee County, by submission of a signed proposal the bidder agrees to subject itself to the jurisdiction and process of the Courts of Okeechobee County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 4. **FAIR EMPLOYMENT:** The bidder will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex,

national origin, or physical handicap.

## **PART VI**

### **REJECTION OF PROPOSALS**

1. The County may reject a proposal if:
  - a. The Bidder conceals or misrepresents any material fact in the proposal.
  - b. The proposal does not conform to the law or requirements of the RFP.
  - c. It is deemed in the best interest of the County to do so. The County may also waive any minor informalities or irregularities in any proposal.
  
2. Bid Protest Procedure
  - a. Any Bidder that has submitted a formal proposal to Okeechobee County, who is adversely affected by the decision of the County Commission with respect to the award of the RFP, may file with the County's Administration Office, 304 NW 2<sup>nd</sup> St. Room 123, Okeechobee Florida, 34972 a written Protest no later than forty-eight (48) hours (excluding Saturdays, Sundays and Legal Holidays) of the decision of the Okeechobee County Board of County Commissioners to award the RFP.
  - b. The "Notice of Intent to File a Protest" document shall be in the form of a letter stating all grounds claimed for the Protest. Failure to do so shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
  - c. The County Administrator shall submit the Protest along with his or her own statement to the Board of County Commissioners for a final determination of the Protest.

## PART VII

### MISCELLANEOUS

- A. **No Lobbying:** All contractors, firms or individuals are hereby placed on notice that any communication, whether written or oral, with Okeechobee County elected officials or any County staff or outside individuals working with the County in respect to this request (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions), **is prohibited**. These persons shall not be lobbied, either individually or collectively, regarding any request for bid, proposals, qualifications and/or any other solicitations released by the County. **To do so is grounds for immediate disqualification from the selection process.** All contractors, firms or individuals must submit the attached No Lobbying Affidavit with their submittal response stating that they and their subcontractor, sub-consultants and agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any contractor, firm or individual that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.
- B. **Gratuities and Kickbacks:** It shall be unethical for any person to offer, give or agree to give any County Commission member, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the RFP process.
- C. **Modifications:** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. **Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.
- E. **Public Entity Crime Affidavit:** As requested by Florida State Statute 287.133(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 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 a 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 s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

NOTE: For Bidder's convenience, this certification form is enclosed and made a part of the bid package.

- F. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Okeechobee County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For Bidder's convenience, this certification form is enclosed and made a part of the bid package.

- G. **Tie Bids:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.

- H. **Local Preference:** Unless prohibited by Federal or State grant restrictions, Okeechobee County may grant a purchase preference for local vendors.

**ATTACHMENT A  
NO LOBBYING AFFIDAVIT**

**STATE OF FLORIDA  
COUNTY OF OKEECHOBEE**

This \_\_\_ day of \_\_\_\_\_, 201\*, \_\_\_\_\_

being first duly sworn, deposes and says that he/she is the authorized representative of

\_\_\_\_\_(Name of contractor, firm or individual)

respondent to the attached request for bid, proposal or qualifications and/or any other solicitation released by Okeechobee County, and that the bidder and any of its agents agrees to abide by the Okeechobee County no lobbying restrictions in regard to this solicitation.

\_\_\_\_\_  
Affiant

Sworn to (or affirmed) and subscribed before me this \_\_\_day of \_\_\_\_\_, 20\_\_\_,  
by\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned  
Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**ATTACHMENT B**  
**RFP No. 2017-26 ANTI-COLLUSION STATEMENT & NO GIFTS STATEMENT**

**Date:** \_\_\_\_\_

**Anti-collusion statement:** The below-signed Bidder has not divulged to, discussed, or compared his/her Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever.

**No gifts statement:** No premiums, rebates, gifts or gratuities are permitted with, prior to, or after submission of the Bid. Any such violation will result in rejection of the Bid and removal from the Bid list(s).

**Firm Name:** \_\_\_\_\_

**By (printed/typed):** \_\_\_\_\_

**By (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**ATTACHMENT C  
RFP No. 2017-26                      PROPOSER'S CERTIFICATION**

I have carefully examined this Request for Bids (BID)/Request for Proposals (RFP)/ Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in the County's RFP and, if awarded the franchise, to enter into the attached draft Franchise Agreement. I agree that the terms and conditions of the County's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to RFP form is submitted. I acknowledge that the County may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no Commission member, employee or agent of Okeechobee County or of any other company is interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business	Mailing Address
_____	_____
_____	City, State & Zip Code
_____	_____
Authorized Signature	Telephone Number/Fax Number
_____	_____
Name & Title, Typed	Email Address
_____	_____

State of Florida  
County of \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

**ATTACHMENT D**  
**RFP No. 2017-26 SWORN STATEMENT PURSUANT TO SECTION 287.133 (2)(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 OKEECHOBEE COUNTY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

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

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)

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

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

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

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

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

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

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_ OR Produced Identification \_\_\_\_ *Type of Identification* \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida

My Commission Expires: \_\_\_\_\_  
SEAL OR STAMP

RFP No. 2017-26                      **ATTACHMENT E**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders must disclose if any Okeechobee County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, agent, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

Name(s)

Position(s)

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Firm Name: \_\_\_\_\_

By (Printed): \_\_\_\_\_

By (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**RFP No. 2017-26**                      **ATTACHMENT F**  
**DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED bidder/proposer CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**ATTACHMENT G  
EXCEPTIONS TO RFP**

Each Bidder may copy this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if Bidder is unable to supply the specified item or chooses to provide the specified item in an alternative manner. County shall be the sole judge of a proposed substitution equivalency.

**Specification:                      Page:                      Item:                      Not Available/Explanation:**

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**Service Description**

**Ground ULV Truck Applications with GPS Tracking**

Total number of road miles is approximately 400. It is anticipated you may drive 12,000\* miles per County fiscal year. \*Actual mileage may vary dependent upon weather, seasonal anomalies and other conditions beyond our control.

(Only "spray" miles shall be considered for payment. If the ULV sprayer of your truck is not applying insecticide, while your truck is in motion, the distance your truck travels shall not be counted as a "spray" mile.)

Brand(s) \_\_\_\_\_

Chemical Name(s) \_\_\_\_\_

Application rate(s) \_\_\_\_\_

**per spray mile**      \$ \_\_\_\_\_

**CDC CO2 Baited Light Trap**

Setup/Collection/Identification/Report. Current number of traps in place is 5. Approximately 34 weekly trappings will be conducted per year.

**per trap**                      \$ \_\_\_\_\_                      **170 total collections**                      \$ \_\_\_\_\_

**Aerial ULV Application**

\*Actual acreage may vary dependent upon weather, seasonal anomalies and other conditions beyond our control.

Brand(s) \_\_\_\_\_

Chemical Name(s) \_\_\_\_\_

Application rate(s) \_\_\_\_\_

**per acre**      \$ \_\_\_\_\_

**Mosquito Breeding Site Inspection**                      **per site**                      \$ \_\_\_\_\_

**Larvicide Application**                      **per acre**                      \$ \_\_\_\_\_  
(Hand/Backpack/Helicopter)

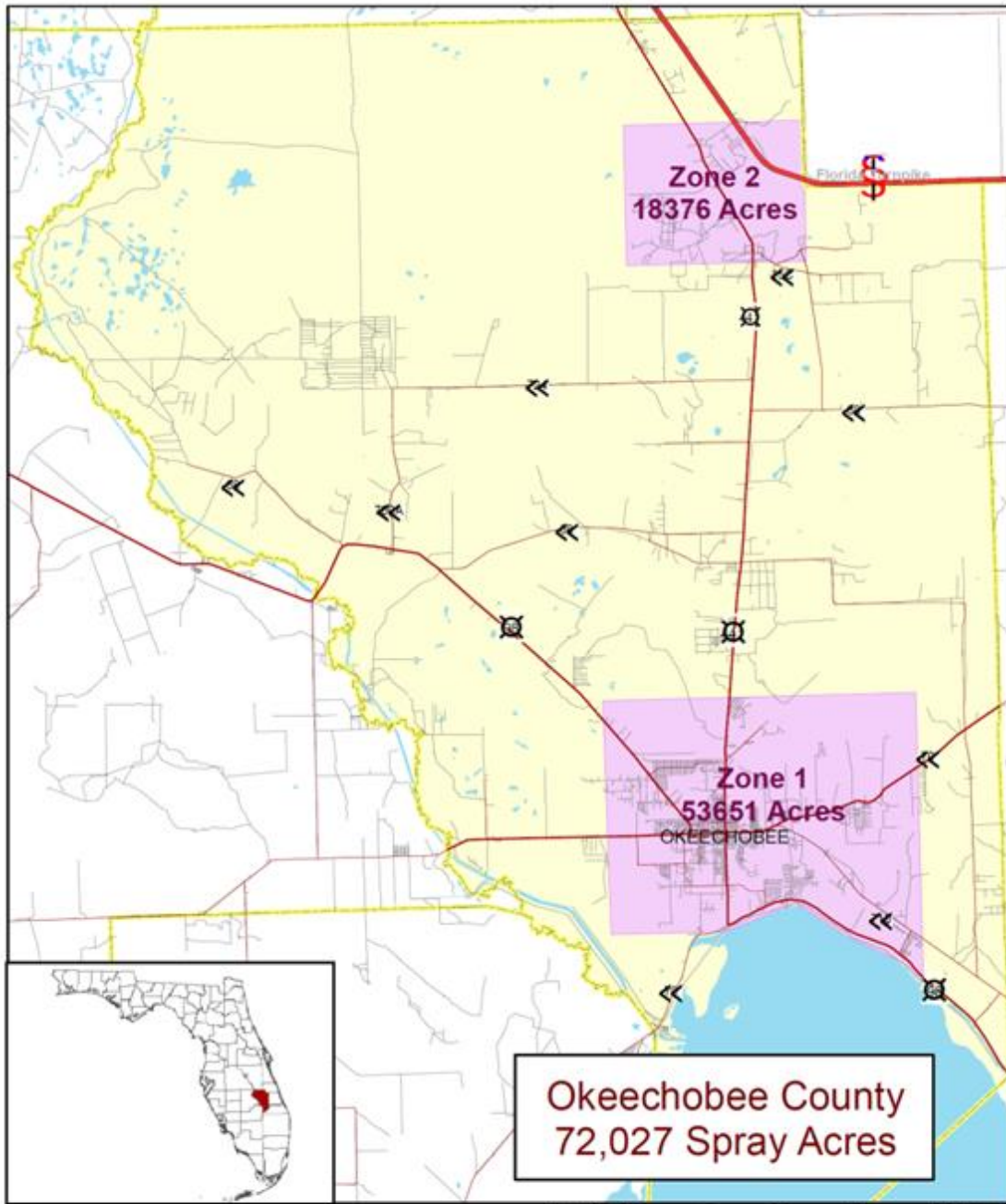
**Sticky Spray Mitigation Barrier**                      **per mile**                      \$ \_\_\_\_\_

These rates will apply to all future treatments in the event of expansion of areas served.





ATTACHMENT K  
MAPS



Prepared by  
Max Fekken  
09/03/2008



**ATTACHMENT L**  
**RFP No. 2017-26 INTEGRATED MOSQUITO CONTROL MANAGEMENT PROGRAM**