



600 North Road | Naples, FL 34104-3464 | P 239.436.1000 | F 239.436.1005

# REQUEST FOR QUALIFICATIONS AND PROPOSALS

## RFP 2024-02

### On-Call General Engineering Consultant Services

Collier Mosquito Control District  
600 North Road  
Naples, FL 34104

RFP Issue Date:  
Tuesday, October 8, 2024

Response Submittal Deadline:  
Thursday, November 14, 2024 at 3:00 p.m.

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Hangar | P 239.436.1008 | F 239.436.1007  
Immokalee Substation | 2050 Commerce Avenue, Unit #7 | Immokalee, FL 34142 | 239.867.3200

**Board of Commissioners** John F. Johnson, Chair | K. Edward Brandt, Vice-Chair/Secretary  
Sandra Lee Buxton, Treasurer | Bruce J. Buchanan | D. Russell Burland  
**Executive Director** Patrick P. Linn, MS, MSHAPI

## A. NOTICE

In accordance with Florida Statute section 287.055, known as the Consultants’ Competitive Negotiation Act, amended from time to time (the “CCNA”), the Collier Mosquito Control District, an independent special district and political subdivision of the State of Florida (the “District”), is seeking responses to this Request for Proposals and Qualifications (this “RFP”) for professional engineering services for the District, with the intent of obtaining proposals from interested, qualified and experienced engineering firms in accordance with the terms, conditions, requirements, scope of services and specifications stated herein or attached hereto..

## B. TIMELINE

Scheduled Item	Scheduled Date/Deadline
<b>Request for Qualifications (RFP) Issue Date</b>	<b>Tuesday, October 8, 2024</b>
<b>Requests for Information (Questions) Deadline</b> (must be emailed to MGrazewski@cmcd.org in Microsoft WORD format)	<b>Friday, November 1, 2024, by 3:00 p.m.*</b>
<b>Final Addendum Issued on</b> www.cmcd.org	<b>Tuesday, November 5, 2024, by 5:00 p.m.*</b>
<b>Response Submittal Deadline</b> (must be submitted to: Collier Mosquito Control District, Attn: Mark Grazewski, CFO, 600 North Road, Naples Florida 34104)	<b>Thursday, November 14, 2024, by 3:00 p.m.*</b>
<b>Board Evaluation of Submittals to Determine Shortlist</b> (Location: Public Regular Meeting of Board of Commissioners at Collier Mosquito Control District Headquarters, 600 North Road, Naples, FL 34104)	<b>Friday, November 22, 2024, 8:30 a.m.*</b>
<b>Publication of Shortlist on</b> www.cmcd.com	<b>Friday, November 22, 2024, by 5:00 p.m.*</b>
<b>Presentations and Interviews of Shortlisted Firms**</b> (Location: Public Regular Meeting of Board of Commissioners at Collier Mosquito Control District Headquarters, 600 North Road, Naples, FL 34104)	<b>Tuesday, December 17, 2024, 8:30 a.m.*</b>
<b>Final Ranking by Board of Shortlisted Firms**</b> (Location: Public Regular Meeting of Board of Commissioners at Collier Mosquito Control District Headquarters, 600 North Road, Naples, FL 34104)	<b>Tuesday, December 17, 2024, 8:30 a.m.*</b>
<b>Services Agreement Negotiations Begin With Two (2) Highest Ranked Firms</b>	<b>Within two (2) weeks from Final Ranking by Board.</b>

*\*All times referenced in this RFP are Eastern Time (i.e., local time for the District).*

*\*\*The presentations and interviews of the shortlisted firms will take place during (and the final ranking of such shortlisted firms will be determined at) the above-referenced public Regular Meeting of the District’s Board of Commissioners.*

## C. COLLIER MOSQUITO CONTROL DISTRICT

The health and welfare of District residents is the primary responsibility and concern of the District. The District was created in 1950 for the special purpose of controlling mosquitoes and is governed by Chapter 388, Florida Statutes.

In 1950, the District was 6 square miles in size and over the years has expanded to its current size of 730 square miles. It is an independent special district of the State of Florida and as such, has a Board of five (5)

Commissioners who are elected for non-partisan seats to serve four (4) year terms. Monthly public meetings are conducted by the Board of Commissioners at the District headquarters located at 600 North Road, on the west side of the Naples Municipal Airport. More information about the District can be found at [www.CMCD.org](http://www.CMCD.org).

#### **D. CONTEMPLATED WORK AND SERVICES AGREEMENT**

The work contemplated to be awarded hereunder will be pursuant to a “continuing contract” under the CCNA to perform and provide any of the following for the District: (i) professional services for projects in which the estimated construction cost of each individual project does not exceed \$7.5 million\*\*\*; or (ii) study activity if the fee for professional services for each individual study does not exceed \$500,000. All such work will be performed in accordance with industry standards and in compliance with applicable laws and regulations.

*\*\*\*Beginning July 1, 2025, and each July 1 thereafter, the Florida Department of Management Services shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The Florida Department of Management Services shall publish the adjusted amount on its website.*

All work contemplated to be awarded hereunder will be subject to the terms, conditions and provisions set forth in the District’s then current “Professional Services Agreement” form (the “Services Agreement”). A copy of the District’s “Services Agreement” form in effect as of the date of issuance of this RFP is attached hereto as **EXHIBIT A**; provided, however, notwithstanding anything herein to the contrary, respondents to this RFP acknowledge and agree that the “Services Agreement” form attached hereto as **EXHIBIT A** is subject to any and all modifications deemed prudent or necessary by the District at any time in its sole discretion.

Any response to this RFP shall, upon opening, constitute an irrevocable offer for a period of sixty (60) days to execute and deliver the Services Agreement in the specific form attached hereto as **EXHIBIT A** (subject to any and all modifications deemed prudent or necessary by the District). The District will consider any exceptions to the terms and provisions of the Services Agreement that any respondent requests in their respective RFP Response Transmittal Letter; provided; however, any and all such exceptions may be granted, rejected or modified by the District in its sole discretion.

The term of the Services Agreement, if awards are made, is intended to be for five (5) years. All compensation rates and other prices offered by a successful respondent to this RFP during any negotiation with the District of a Services Agreement shall remain fixed for the entire five (5) year term of any such Services Agreement. Surcharges will not be accepted in conjunction with the work contemplated to be awarded hereunder, and any such surcharges should be incorporated into the compensation rates and other pricing structure.

#### **E. SCOPE OF SERVICES AND DELIVERABLES**

The District reserves the right to modify the scope of services contemplated hereunder during negotiations with a successful respondent for budgetary reasons.

The scope of services contemplated hereunder is “continuing contract” professional services in accordance with the CCNA which may include, without limitation, the following:

- Environmental Studies, Permitting and Mitigation
- Stormwater Improvements

- GIS Program and Surveying
- Airside/Landside Site and Utility Development
- Facility Protection from Hurricanes
- Ramp and Hangar Area Development
- Engineering of new infrastructure to include hangars or administrative buildings
- Vegetation and Wildlife Management
- Assisting in preparation of necessary applications for local, state and federal grants
- Any other consulting services required for proper maintenance, planning, and development

The scope of contemplated services includes, but is not limited to, engineering services customarily required for mosquito control district development projects or any other project or study involving a civil/geotechnical/structural engineer. The services contemplated are usually conducted and provided in, but are not limited to, one or more of the five (5) distinct and sequential phases summarized below:

1. **Preliminary Phase.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:
  - a) Coordinating with the District on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
  - b) As applicable, coordinating project with local personnel and other interested stakeholders to identify potential impacts to their operations.
  - c) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
  - d) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
  - e) Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design/build contracting.
  
2. **Design Phase.** This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:
  - a) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
  - c) Preparing necessary engineering reports and recommendations.
  - d) Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
  - e) Preparing Construction Safety and Phasing Plan (CSPP).
  - f) Printing and providing necessary copies of engineering drawings and contract specifications.
  
3. **Bidding and Negotiation Phase.** The activities under this phase are sometimes considered part of the construction phase. They involve assisting the District in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
  
4. **Construction Phase.** This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:
  - a) Providing consultation and advice to the District during all phases of construction.
  - b) Representing the District at preconstruction conferences.
  - c) Inspecting work in progress periodically and providing appropriate reports to the District.
  - d) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.

- e) Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
  - f) Assisting in the negotiation of change orders and supplemental agreements.
  - g) Observing or reviewing performance tests required by specifications.
  - h) Determining amounts owed to contractors.
  - i) Making final inspections and submitting punch-lists and a report of the completed project to the District.
  - j) Reviewing operations and maintenance manuals.
5. **Project Closeout Phase.** This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:
- a) Making final inspections and submitting punch-lists and a report of the completed project to the District.
  - b) Providing record drawings.
  - c) Preparing summary of material testing report
  - d) Preparing summary of project change orders
  - e) Preparing final project reports including financial summary.
  - f) Obtaining release of liens from all contractors.

The contemplated phases and services described hereinabove are not inclusive and are subject to revision as priorities and funding change. Should any awarded project that is active extend past the term of a successful respondent's Services Agreement with the District, the term of such Services Agreement shall be extended to the extent necessary to complete such project.

## F. CONTENT OF RESPONSES

Respondents are encouraged to keep their proposals in response to this RFP concise and to exclude marketing materials, binders and section tabs. The following sections and content *are required* in every response to this RFP:

- A. **RESPONSE TRANSMITTAL LETTER:** Provide a one-page response transmittal letter (the "Response Transmittal Letter") introducing the proposed engineering team, prepared on the team lead's company letterhead, with firm name, including any alias, years in business, contact person, address, telephone number, email address, signed by an individual who is authorized to commit the firm to the services and requirements of this RFP and consequent task orders. The Response Transmittal Letter shall also acknowledge any addenda pertaining to this RFP. Any exceptions to the terms and provisions of the Services Agreement (attached hereto as **EXHIBIT A**) must be addressed in the Response Transmittal Letter. The District maintains the right to reject any and all of the respondent's exceptions.
- B. **TEAM RESUMES:** Provide the resumes and qualifications of the key personnel who will perform the work, relevant licensing information, and any other documentation of experience. This will demonstrate the ability of the professional team personnel as shown by their level of experience on projects of similar type, size, and complexity and will measure how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project. Preference will be given to teams with knowledge and experience with local construction and regulatory conditions and who demonstrate a strong commitment to team collaboration proximate to the project site.
- C. **E-VERIFY ELIGIBILITY FORM:** Each respondent must complete, sign and have notarized the E-Verify Eligibility form attached hereto as **EXHIBIT C**.

- D. **SPECIALIZED EXPERIENCE, TECHNICAL COMPETENCE AND REFERENCES:** Provide examples of similar projects completed within the past five (5) years. Each respondent must complete the Proposal Reference Information form attached hereto as **EXHIBIT D** and include at least three (3) recent (within the last five (5) years) professional references from clients who can provide information regarding the firm’s ability to manage similar contracts and quality and breadth of services provided on similar projects. **The District must be able to contact your references.**
- E. **PROJECT UNDERSTANDING:** Demonstrate an understanding of the key elements of the contemplated projects and scope of services by providing a project/program management and implementation strategy, including a plan for value engineering, cost control and the approach to the construction safety and phasing plan.
- F. **WORKLOAD:** Describe the team’s ability to take on additional projects and ability to offer the breadth and quality of services required for the contemplated projects and scope of services.
- G. **CERTIFICATION FORM:** Each respondent must complete, sign and have notarized the Certification form attached hereto as **EXHIBIT E**.
- H. **ADDITIONAL INFORMATION:** Feel free to provide any additional appropriate information that may help us in understanding how your experience and qualifications relate to an organization such as the District and any additional services that your firm may provide.

All responses to this RFP must be organized in the order set forth above.

## **G. INSTRUCTIONS FOR RESPONDENTS**

All respondents shall carefully review and address all of the evaluation criteria and conditions outlined in this RFP. In order to be considered, a respondent must demonstrate the firm’s ability to provide the required scope of services and other requirements as listed in this RFP. A copy of the “Ranking Guidelines” to be used in evaluating and ranking each respondent who submits a response to this RFP, including the relative percentage importance placed on each evaluation factor, is attached hereto as **EXHIBIT B**. Any data furnished by the District is for informational purposes only. The full proposal submitted in response to this RFP shall not exceed thirty (30) *numbered* pages and shall include all sections and content required in paragraph F. hereof; provided, however, all DBE information and confirmation letters do not count towards the 30-page limit and may be included as an appendix at the end of the proposal.

All responses to this RFP shall be subject to and comply with all of the following requirements, terms and conditions:

1. Response Address, Deadline and Delivery Requirements

All responses to this RFP must be submitted to:

Collier Mosquito Control District  
Attn: Mark Grazewski, CFO  
600 North Road  
Naples, FL 34104

All responses to this RFP must be submitted **no later than Thursday, November 14, 2024, by 3:00 P.M.**

All Submittals shall be sealed in an envelope and the following shall be clearly marked on the outside:

**“RFP No. 2024-02  
On Call General Engineering Consulting Services”**

If mailed, it is recommended that respondent’s confirm receipt of their response by the District. The delivery of the response to the District prior to the response submittal deadline herein is solely and strictly the responsibility of each respondent. Late submittals will not be considered.

2. Number of Copies

One (1) unbound, one-sided, printed original submittal is required, along with (i) five (5) copies for each Commissioner on the District’s Board and (ii) one (1) USB flash memory card (USB flash drive) containing the submittal exactly like the unbound printed original (in Adobe Acrobat pdf format as a single continuous file). Submissions via facsimile will not be accepted.

3. Rejection of Responses, Cost of Preparation, Public Disclosure

Responding to this RFP will in no way be construed as a commitment on the part of the District. The District reserves the right to reject any or all responses to this RFP. **Notwithstanding anything herein to the contrary, the District may at any time in its sole discretion (i) waive any irregularities in this RFP and/or the submitted responses hereto and (ii) revoke, cancel, re-issue, re-advertise, postpone or modify this RFP, including the schedule or selection process hereunder, in whole or in part.** The District is not responsible for any costs incurred by respondents prior to an award and full execution of the Services Agreement with such respondent. All submittals will become the property of the District.

Upon receipt by the District, all responses to this RFP shall become public records which are subject to the requirements of Chapter 119, Florida Statutes, commonly known as the “Public Records Law.” Responding to this RFP shall constitute a specific waiver of any claims against the District related to the disclosure of the respondent’s response to this RFP or any information contained therein.

4. Requests for Information, Interpretation or Clarification (Questions)

Requests for information, interpretation or clarification (questions) from respondents concerning this RFP shall be submitted in writing via email, in Microsoft Word format, to Mark Grazewski, CFO at MGrazewski@cmcd.org no later than Friday, November 1, 2024, by 3:00 P.M. Respondents are encouraged to verify receipt of questions emailed to the District. The District intends to respond to appropriate questions and post such responses online as an addendum to this RFP on the District’s website: <https://www.CMCD.org> by 5:00 P.M. on Tuesday, November 5, 2024. Respondents are strongly advised to monitor the District’s website for any additional information and/or addenda regarding this RFP at all times up to response submittal deadline.

Only emailed questions will be addressed and answered as an addendum. The issuance by the District of responses posted on its website as an addendum to this RFP is the only official method by which interpretation, clarification or additional information to this RFP will be given by the District. Oral and other interpretations or clarifications will be without legal effect. **In order to protect the professional integrity of this procurement process by shielding it from undue influences, respondents shall not attempt to contact any Commissioners, employees or agents of the District regarding this RFP from the date of issuance of this RFP through awarding and full execution of the Services Agreement with the successful respondents.**

5. Supplemental Information

The District reserves the right to request any supplementary information it deems necessary to evaluate any respondent's experience or qualifications or to clarify or substantiate any information contained in any respondent's response.

6. Disadvantaged Business Enterprise (DBE)

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District encourages disadvantaged, minority and women-owned business enterprises to participate in its procurement process. All responding parties are required to make all efforts reasonably necessary to ensure that disadvantaged, minority and women-owned business enterprises have a full and fair opportunity to compete to become a successful respondent to this RFP. Information pertaining to the DBE certification requirements can be obtained by contacting the District's Representative, Mark Grazewski, CFO, via email at: MGrazewski@cmcd.org.

7. Americans with Disabilities

The District adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to District services, programs and activities. For further information, please contact the District's Representative, Mark Grazewski, CFO, via email at: MGrazewski@cmcd.org.

## **H. SELECTION PROCEDURE**

Good Standing And Responsiveness Requirements: In order to be eligible for consideration, respondents must be in good standing with the District at the time their response is submitted and for the prior three (3) years. In making a determination of "good standing" hereunder, consideration shall include, but not be limited to, performance under recent agreements, monies owed to the District, defaults on any agreements and/or other negative legal processes or adverse terminations. Responses from respondents not in good standing shall not be evaluated or considered. It is the responsibility of the respondents to thoroughly examine this RFP and ensure that their response clearly and directly responds to each of the requirements of this RFP, including, but not limited to, its content and format. Any response determined by the District to be non-responsive, and any modifications received after the response submittal deadline, will not be evaluated or considered.

Evaluation of Submittals and Determination of Shortlist by the District's Board: The Board of Commissioners



of the District shall evaluate compliant responses to this RFP and then shortlist no more than three (3) firms at a public Regular Meeting of the Board on **Friday, November 22, 2024, 8:30 a.m.** at the District's Headquarters at 600 North Road, Naples FL 34104. The public may participate in person or via electronic means at the following link:

[HTTPS://8x8.vc/colliermosquito/boardmeeting](https://8x8.vc/colliermosquito/boardmeeting). The shortlist determined by the District's Board shall be published on the District's website.

**Interviews and Final Ranking by the District's Board:** Each of the shortlisted firms (i) must make presentations to the District's Board of Commissioners and (ii) will be interviewed and evaluated by the District's Board at a public Regular Meeting of the Board on **Tuesday, December 17, 2024, 8:30 a.m.** at the District's Headquarters at 600 North Road, Naples FL 34104. The presenters for each shortlisted firm will be limited to three (3) individuals, including the proposed lead engineering professional. Each shortlisted firm's presentation will be limited to fifteen (15) minutes with an additional fifteen (15) minutes for questions and answers. Upon conclusion of the presentations, the District's Board will rank in order of preference all of the short-listed firms.

**Competitive Negotiation of Services Agreement:** The District desires to award and enter into a Services Agreement with up to two (2) firms under this RFP. As such, the District staff will negotiate a Services Agreement with the two (2) firms that were ranked the highest by the District's Board at compensation which the District determines is fair, competitive and reasonable in its sole discretion. Should the District be unable to negotiate a satisfactory Services Agreement with any of two (2) highest ranked firms, such negotiations will be formally terminated and the District staff will then undertake negotiations with the firm ranked third by the District's Board. Notwithstanding anything in this RFP to the contrary, the District reserves the right in its sole discretion to (i) award and enter into only one (1) Services Agreement under this RFP if the District is unable to negotiate a satisfactory Services Agreement with two (2) firms and (ii) not award and enter into any Services Agreement hereunder and cancel this RFP in its entirety if the District is unable to negotiate a satisfactory Services Agreement with any of the ranked firms.

## **I. ASSURANCES**

By responding to this RFP, the firm assures the District that, if selected, it will:

- Not assign or transfer the District's account, or any portion of the District's business, without the District's prior written approval;
- Act in the District's best interest at all times; and
- Sign the Services Agreement at compensation which the District determines is fair, competitive and reasonable in its sole discretion.

## **J. PROTEST REQUIREMENTS AND PROCEDURES**

To the fullest extent permitted by applicable law, by responding to this RFP all respondents hereby (i) acknowledge and accept that the requirements and procedures listed below shall govern and control all protests or other claims with respect to this RFP, any of the terms, conditions and specifications under this RFP (or any Exhibits, attachments or other documents delivered in connection herewith) and/or any award or other decision (or any intended award or other decision) relating thereto and (ii) covenant and agree to adhere to and abide by all of the following requirements and procedures:

1. Any person who is adversely affected by any award or other decision (or any intended award or other decision) by the District must file with the District a notice of protest in writing within 72 hours

after the posting of the notice of award or other decision (or intended award or other decision);

2. With respect to a protest of (or any other claim with respect to) the terms, conditions and specifications contained in this RFP (or any Exhibits, attachments or other documents delivered in connection herewith), including any provisions governing the methods for evaluating responses, ranking respondents, awarding contracts, reserving rights of further negotiation or amending any contract, a notice of protest must be filed in writing within 72 hours after the posting of this RFP;

3. With respect to a protest of (or any other claim with respect to) the revoking, canceling, re-issuing, re-advertising, postponing, amending or modifying of this RFP by the District, a notice of protest must be filed in writing within 72 hours after the posting of the notice of the event which is being protested;

4. The formal written protest must be filed in writing within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and state holidays shall be excluded in the computation of the 72-hour time periods provided herein;

5. Any person who files a protest pursuant hereto must post, at the time of filing the formal written protest (or within the 10-day period for filing the formal written protest), a bid protest bond payable to the District, in an amount equal to Twenty Five Thousand and 00/100 Dollars (\$25,000.00). The original bid protest bond must be filed via hand-delivery to the District at the time the formal written protest is filed or within the 10-day period allowed for filing the formal written protest. The bid protest bond shall be conditioned upon the payment of all fees, expenses and costs, including reasonable attorneys' fees, that are determined against the protestor in the arbitration or any subsequent court proceeding;

6. Failure to (i) file a notice of protest in strict compliance with the time periods and other requirements set forth herein or (ii) file a formal written protest and bid protest bond in strict compliance with the time periods and other requirements set forth herein shall each constitute a waiver of (a) protest proceedings and (b) all other rights and claims with respect to this RFP, any of the terms, conditions and specifications under this RFP (or any Exhibits, attachments or other documents delivered in connection herewith) and any award or other decision (or any intended award or other decision) relating thereto.

7. Upon receipt of both the formal written protest and bid protest bond that have been timely filed, the District shall stop the solicitation or contract award process until the subject of the protest is resolved by final action by the District, unless the Executive Director of the District sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to public health, safety, or welfare;

8. The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of a timely filed formal written protest and bid protest bond.

9. If the protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the timely filed formal written protest and bid protest bond, then the protest shall be settled and determined through arbitration held in Naples, Florida, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA") by a single qualified licensed neutral arbitrator (the "Arbitrator") mutually selected by the parties; provided, however, notwithstanding the foregoing or anything to the contrary, the parties and the Arbitrator shall agree to conclude the entire arbitration proceedings within 45 calendar days (including Saturdays, Sundays, and state holidays) from the District's receipt of the formal written protest and bid protest bond so that the Arbitrator can render a written decision no later than 60 calendar days (including Saturdays, Sundays, and state holidays) from the District's receipt of the formal written protest and bid protest bond. If the parties are unable to mutually select the Arbitrator within 7 days, excluding Saturdays, Sundays, and state holidays,

then the Arbitrator shall be selected by two (2) other qualified licensed neutral arbitrators, one of whom shall be selected by each party. The written decision of Arbitrator shall be binding, final and conclusive on the parties. Judgment on the written decision rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitration hereunder shall be part of the written decision rendered by the Arbitrator. The prevailing party in the arbitration hereunder shall recover its expenses and costs, including reasonable attorneys' fees, from the non-prevailing party.

## **K. REQUIRED CONTRACTUAL PROVISIONS**

### **1. FLORIDA PROCUREMENT LAW PROVISIONS**

#### Anti-Collusion Statement

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective Respondent, seek to influence or gain the support of any member of the District favorable to the interest of any prospective Respondent or seek to influence or gain the support of any member of the District against the interest of any prospective Respondent. Any such activities shall result in the exclusion of the prospective proposer from consideration by the District.

#### Convicted Vendor List

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.

#### Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list 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.

#### Invoice Compliance

All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

#### Travel Expenses

Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

#### Public Records

The District may unilaterally cancel any contract if the successful Respondent refuses to allow the public access to all documents, papers, letters, or other material made or received by successful Respondent in conjunction with any contract, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).

No Contact

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Duty To Cooperate With Inspector General

Respondent agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.

No Boycott/Prohibited Business

Respondent hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel.

E-Verify

The successful Respondent shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the successful Respondent during the terms of any contract and shall expressly require any subcontractors performing work or providing services hereunder to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of any contract.

2. FLORIDA PUBLIC RECORDS LAW PROVISIONS

**(a) IF A RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP OR ANY SERVICES AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (239) 434-4652, [MGrazewski@cmcd.org](mailto:MGrazewski@cmcd.org) and/or 600 North Road, Naples, Florida 34104.**

(b) The Respondent acknowledges and agrees that the Respondent shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, the Respondent hereby covenants and agrees that it shall:

- (i) keep and maintain public records required by the District to perform the services under any Services Agreement;
- (ii) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (iii) ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law for the duration of the term of any Services Agreement and following completion of any Services Agreement if the Respondent does not transfer the records to the District; and

(iv) upon completion of any Services Agreement, transfer, at no cost, to the District all public records in possession of the Respondent or keep and maintain public records required by the District to perform the services under any Services Agreement. If the Respondent transfers all public records to the District upon completion of any Services Agreement, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of any Services Agreement, the Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

## **L. ATTACHMENTS**

EXHIBIT A: Current "Professional Services Agreement" Form

EXHIBIT B: Ranking Guidelines

EXHIBIT C: E-Verify Eligibility Form

EXHIBIT D: Proposal Reference Information Form

EXHIBIT E: Certification Form

ATTACHMENT 1: Foreign Country of Concern Attestation

## EXHIBIT A

[Current “Professional Services Agreement” Form\*\*\*\*]

(\*\*\*\*subject to any and all modifications deemed prudent or necessary by the District in its sole discretion)

### PROFESSIONAL SERVICES AGREEMENT

**Collier Mosquito Control District**

**Contract #xx-xxxx**

**Name of Agreement**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the **COLLIER MOSQUITO CONTROL DISTRICT**, a political subdivision of the State of Florida (the “District”), and \_\_\_\_\_, a \_\_\_\_\_ (“Professional”) (the District and Professional each individually a “Party” and collectively the “Parties”).

### RECITALS

- A. The Professional is an engineering firm licensed by the State of Florida.
- B. The Professional maintains insurance coverage as required under Paragraph 8 of this Agreement and has provided certificates of insurance evidencing all such insurance to the District.
- C. The District anticipates instructing Professional to perform and provide the specific services and work described and set forth in Exhibit A attached hereto and made part of this Agreement (collectively the “Services”).
- D. Professional represents and warrants it is willing and fully competent to perform the Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth under this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the District and Professional agree as follows:

### TERMS

- 1. Services. This Agreement sets forth the general terms and conditions under which Professional shall perform and provide the Services for the District as the District instructs from time to time. The precise Services to be performed by Professional for the District are fully described and set forth in Exhibit A attached hereto and made a part of this Agreement.
- 2. Term. The term of this Agreement and deadline for satisfactory completion of all of the Services by Professional are described and set forth in Exhibit A attached hereto and made a part of this Agreement. Notwithstanding anything in this Agreement to the contrary, the District shall have the exclusive right to terminate this Agreement, at any time and for any reason without charge or penalty, in its sole discretion, upon thirty (30) days written notice to Professional. In the event of such termination by the District, (a) Professional shall be entitled to a pro-rata amount of any compensation earned under this Agreement but not paid prior to the date of termination and (b) the District shall be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to Professional hereunder.
- 3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually a “Termination Event”), all of the rights and privileges granted to

Professional hereunder shall, at the District's sole option, cease to exist and this Agreement shall automatically terminate:

- a. Professional fails to strictly comply with, fulfill, perform, keep or observe any of Professional's obligations, covenants or conditions under this Agreement within five (5) days after written demand from the District, time being of the essence;
- b. Professional makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;
- c. The loss of any of Professional's licenses, registrations or permits necessary to perform the Services or other obligations under this Agreement;
- d. The appointment of a receiver to take possession, or the attachment, execution, or other judicial seizure, of all or any part of Professional's assets or business;
- e. The District determines, in its reasonable discretion, that Professional is or will be unable to pay its debts as they become due in the ordinary course of Professional's business; or
- f. Any voluntary or involuntary petition, or similar pleading, under any bankruptcy act, filed by or against Professional, or any other voluntary or involuntary proceeding in any court instituted to declare Professional insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or Professional has the right to affirm this Agreement and continue to perform the obligations of Professional hereunder, such trustee or Professional shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of Professional hereunder outstanding as of the date of the affirmance of this Agreement and provide to the District such adequate security and assurances as may be necessary to ensure the District the continued performance of Professional's obligations under this Agreement. Further, the District shall receive all of the protections available to creditors under the United States Bankruptcy Code including, but not limited to, section 365 thereof, as amended from time to time.

No right, power or remedy conferred upon or reserved to the District under this Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding anything in this Agreement to the contrary, upon a Termination Event, the District may retain all payments due to the Professional at the date of termination until all of the District's damages have been established and deducted from payments due.

4. **Duties of Professional.** Professional shall perform and complete all of the Services during the term of this Agreement to the satisfaction of the District in a good and professional manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with all applicable laws, regulations and governmental requirements. In addition, Professional shall:

- a. Furnish all of the expertise, management, information, assistance and other requirements necessary to perform the Services to the District's satisfaction;
- b. Furnish such professional and support staff, equipment and supplies, if any, as may be specifically required to perform the Services to the District's satisfaction;
- c. Deliver to the District all memoranda, reports, notes, analyses, documents and other instruments as may be reasonably requested from time to time by the District relating to the performance of the Services and Professional's other obligations under this Agreement;

d. Provide the District with prompt notification of any anticipated delays or difficulties in the performance of the Services;

e. Designate one or more individuals to act on behalf of Professional with respect to the Services and with whom the District may confer with respect to the Services; and

f. At all times conduct itself in a professional and cooperative manner in the discharge of its obligations under this Agreement (and Professional hereby guarantees, and Professional shall be solely responsible and liable for insuring, strict compliance by all of Professional's personnel, employees, agents, suppliers, subcontractors, licensees and invitees with each and every term, condition, covenant and obligation of this Agreement as if such personnel, employees, agents, suppliers, subcontractors, licensees and invitees were each Professional hereunder).

Professional covenants and agrees with the District that should Professional at any time become aware of any act, occurrence or omission on the part of the District or the District's commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns which Professional believes or has reason to suspect may give rise to a claim by Professional of bad faith, negligence, fraud or any other form of liability against the District, Professional shall advise the District in writing of such claim or potential claim within a reasonable period of time not to exceed thirty (30) days of its discovery, or Professional shall be deemed to have waived the claim and be forever barred from asserting that claim or a related claim against the District. The purpose of this provision is to promptly advise the District of any potential claim and to allow the District to immediately investigate, and, if necessary, remedy the allegation. Professional agrees that its failure to notify the District of a claim or potential claim within a reasonable period of time of its discovery, not to exceed thirty (30) days, shall be a complete bar to the pursuit of such claim against the District and the District's past and present commissioners, officers, employees, insurers, attorneys, agents, licensees, invitees, successors and assigns, in their individual and representative capacities.

5. Work Made for Hire, Assignment. All work product, research, notes, drawings, blueprints, models, reports, analyses, documents, instruments, data and other information prepared by Professional in connection with the Services (collectively the "Work") shall be deemed work made for hire and made in the course of the Services rendered under this Agreement. To the extent that the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the District by Professional, and, as such, the Work shall belong exclusively to, and be the sole property of, the District.

6. Compensation and Written Invoices.

a. Subject to the terms and conditions of this Agreement, the District shall pay Professional for the performance and completion of the Services at the rates and in the manner described and set forth in Exhibit A attached hereto and made a part of this Agreement. Upon completion and acceptance of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the District, Professional shall send the District a written invoice detailing the time and authorized charges for such Services. All such written invoices are payable within sixty (60) days of receipt by the District.

b. Notwithstanding anything in this Agreement to the contrary, should Professional fail to commence, provide, perform or complete any of the Services in a timely and diligent manner, in addition to any other rights or remedies available to the District, including the rights specified under Paragraphs 2 and 3 herein, the District, in its sole discretion, may withhold any and all payments due and owing to Professional until such time as Professional resumes performance of its obligations in such a manner so as to satisfy the District.

c. After being paid by the District, Professional shall immediately pay all subcontractors who have submitted invoices for work already performed. If applicable, Professional shall strictly comply with the provisions of the Florida Prompt Payment Act, sections 255.0705 through 255.078, Florida Statutes. Failure of Professional to timely pay any subcontractors, materialmen and suppliers shall, at the District's option, be considered a breach of this Agreement and, as such, a Termination Event hereunder.



7. Licenses. Professional represents and warrants to the District that it has the resources and expertise necessary to complete the Services in accordance with the terms and conditions of this Agreement. Professional agrees to obtain and maintain throughout the entire term of this Agreement all licenses, registrations and permits as are required to transact business in the United States, State of Florida, Collier County, the City of Naples and the City of Immokalee, including, but not limited to, all licenses and permits required by the respective federal and state boards and other governmental agencies responsible for regulating and licensing the Services to be provided by Professional. The employees, personnel, subcontractors, materialmen, suppliers and agents assigned by Professional to perform the Services shall be qualified to perform the assigned duties and shall be individually licensed, registered and permitted to perform such duties if required by applicable law. Upon request of the District, Professional shall provide the District with copies of all applicable licenses, registrations and permits of Professional and Professional’s employees, personnel, subcontractors, materialmen, suppliers and agents required under this Paragraph 7.

8. Insurance. Professional shall maintain all of the insurance coverage set forth in this Paragraph 8 uninterrupted at all times while Professional is providing Services under this Agreement. In the event Professional fails to comply with any of the insurance requirements hereunder, the District reserves the right to take whatever legal actions are deemed necessary to protect its interest. Professional agrees that, to the fullest extent available, all insurance policies required hereunder shall provide that the District is an additional insured.

a. Workers’ Compensation / Employer’s Liability. Professional shall maintain workers’ compensation / employer’s liability insurance, and the maximum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

Part One:		“Statutory”
Part Two:		
	Each Accident	\$ 100,000
	Disease – Policy Limit	\$ 500,000
	Disease – Each Employee	\$ 100,000

b. Commercial General Liability. Professional shall maintain commercial general liability insurance (or broad form property damage covering all Services and other work performed by Professional pursuant to this Agreement), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, without exclusion for independent contractors, shall be:

General Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Products and Completed Operations	\$ 1,000,000

The insurance required under this Paragraph 8(b) shall include coverage for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Professional under this Agreement or the use or occupancy of the District premises by, or on behalf of, Professional in connection with this Agreement.

c. Business Auto Liability. Professional shall maintain business auto liability insurance (for all owned, hired and non-owned vehicles), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence – Bodily Injury and Property Damage Combined	\$ 1,000,000
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d. Professional Liability / Malpractice. Professional shall maintain professional liability / malpractice insurance, and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$ 2,000,000

The insurance required under this Paragraph 8(d) shall (i) include coverage for all Services and other work of Professional, including, but not limited to, areas with possible environmental impact, without any exclusions unless approved in writing by the District’s Executive Director, and (ii) notwithstanding anything herein to the contrary, be maintained and continued for a minimum uninterrupted period of four (4) years following the later of completion of all of the Services by Professional or termination of this Agreement.

e. General Requirements. Renewal certificates evidencing all of the insurance required under this Paragraph 8 shall be sent by Professional to the District thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Paragraph 8 shall provide that the District shall receive at least thirty (30) days prior written notice in the event of any cancellation or modification of any insurance coverage. All insurance coverage of Professional shall be in addition to, and shall in no way be construed or interpreted to be a limitation of, Professional’s indemnification and other obligations to the District under Paragraph 9 of this Agreement. It is expressly agreed that Professional’s policies of insurance required under this Paragraph 8 shall be primary over any insurance which the District may maintain or carry, and that Professional shall obtain from its insurers an endorsement waiving any other insurance clauses which may be in conflict with this provision, and evidence of such waiver shall be indicated on all insurance policies or certificates of insurance furnished to the District. Professional shall be responsible and liable for insuring that all of Professional’s employees, personnel, subcontractors, agents, licensees or invitees who perform any of the Services carry and comply with the same insurance coverage and requirements required of Professional under this Paragraph 8. Upon the request of the District, Professional shall deliver to the District copies of all insurance policies required hereunder.

9. Indemnification. To the fullest extent permitted by applicable law, Professional shall indemnify and hold harmless the District and the District’s past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in both their individual and representative capacities, from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or wrongful conduct of Professional and persons employed or utilized by Professional in the performance of this Agreement.

Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the District may have under applicable law, including the doctrine of sovereign immunity under section 768.28, Florida Statutes, or otherwise. The District reserves the right, at its option, to participate in the defense of any suit, without relieving Professional of any of its indemnification or other obligations hereunder. The obligations of this Paragraph 9 will (i) survive termination of this Agreement and (ii) not be limited in any way by the amount of any insurance required to be obtained or maintained under this Agreement or by Professional’s limit or lack of sufficient insurance protection. If the provisions of this Paragraph 9 are found to conflict in any way with Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

10. Rules and Regulations. In performing the Services, Professional shall comply with each of the following:

a. Any and all of the District’s (i) rules, regulations and policies of the District, as amended, (ii) regulatory and compliance regulations, as amended, and (iii) procedures, rules and other requirements on file in the offices of the Executive Director of the District or hereafter promulgated, established or amended from time to time by the District in its sole discretion (collectively the “District Rules and Regulations”). The District Rules and regulations are incorporated herein by reference and made part of this Agreement. Upon request, Professional shall have the right to review any of the District Rules and regulations during regular business hours at the offices of the Executive Director of the District; and

b. Any and all applicable laws statutes, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.

11. No Waiver. The failure of the District to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the District of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach of the same or any other provision hereof.

12. Severability. The invalidity of any one or more of the provisions contained in this Agreement shall not affect the enforceability of any or all of the remaining provisions hereof, all of which are included conditionally upon them being valid in law, and, in the event that any one or more of the provisions contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions had not been included. To the extent there is any conflict or inconsistency between this Agreement and Exhibit A, Exhibit B and any other exhibits or schedules referenced herein or attached hereto, this Agreement shall prevail unless otherwise expressly agreed to in writing between the Parties.

13. No Assignment. Professional shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of Professional hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the District, which consent may be granted or withheld in the District's sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the forgoing shall be a default and, as such, a Termination Event under this Agreement.

14. Independent Professional. Neither Professional nor Professional's employees, personnel, subcontractors, materialmen, suppliers, agents, licensees and invitees shall be deemed to be a servant, employee, partner or joint venturer of the District. Professional shall perform the Services and all of its other obligations under this Agreement as an independent contractor. Neither Professional nor Professional's employees, personnel, subcontractors, materialmen, suppliers, agents, licensees and invitees shall hold themselves out as having the power or authority to bind or create liability for the District. Professional shall not be treated as an employee for purposes of FICA, FUTA, federal, state or local income tax, and Professional shall be responsible for its own employment, social security and other tax payments, as well as any other statutorily required coverage, including insurance.

15. Notices. All notices and communications under this Agreement shall be in writing and shall be delivered by hand, by nationally recognized overnight courier or by certified United States mail, return receipt requested, to the respective Parties as follows:

If to the District: Collier Mosquito Control District  
Attention: Patrick P. Linn  
Executive Director  
600 North Road  
Naples, Florida 34104

With Copy to the District's Attorney: William L. Owens  
Bond, Schoeneck & King, PLLC  
4001 Tamiami Trail North, Suite 105  
Naples, Florida 34103

If to Professional: Company: \_\_\_\_\_  
Attention Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either Party may change its mailing address by giving written notice to the other Party in accordance with the requirements of this Paragraph 15.

16. Attorneys' Fees. In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party's costs and expenses, including, without limitation, reasonable attorneys' fees (through all appeals).

17. Governing Law and Venue. This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws of another jurisdiction). Each Party irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims with respect to any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each Party consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. **PROFESSIONAL AND THE DISTRICT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.**

18. Paragraph Headings. None of the Paragraph headings of this Agreement shall be construed as a limitation upon the provisions hereof. Paragraph headings have been inserted herein as a guide and partial index and not as a complete index of the contents of any Paragraph or other provision of this Agreement. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in this Agreement, it shall include the other.

19. Counterparts. This Agreement may be executed in counterparts by manual signature or authenticated by any electronic signature or other method effective under applicable law, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

20. No Modification. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

21. Encumbrances. Professional hereby covenants and agrees that all of Professional's rights and privileges under this Agreement are subject and subordinate to any and all rights, liens, licenses, leases, tenancies, mortgages, uses, encumbrances and other restrictions which may now or hereafter bind the District or encumber the District's property and rights, and to all renewals, modifications and extensions thereof. In addition, this Agreement shall be subject and subordinate to all of the provisions and obligations of the District under any existing or future laws, regulations, grant assurances, requirements or agreements, by, from or with the United States Government or other governmental authority compliance with or the execution of which has been or will be required as a condition precedent to the operation (or granting of governmental funds for the development) of the District or its property. Professional shall, upon request of the District, execute any subordination documents which the District may deem necessary, but no such documents shall be required to effectuate the subordination by Professional under this Paragraph 21.

22. Further Assurances. From and after the execution and delivery of this Agreement, Professional shall cooperate with the District in taking such actions, executing such instruments and granting such rights as may be reasonably necessary or requested by the District to effectuate the purposes of this Agreement or to evidence or perfect the rights and privileges granted, and the obligations assumed hereunder.

23. No Third-Party Beneficiary Intended. This Agreement is made solely for the benefit of Professional and the District, and their respective successors and assigns permitted hereunder, and no other person or entity shall have or acquire any right by virtue of this Agreement.

24. Required Contract Provisions. Professional hereby covenants and agrees to observe, provide, comply with and perform all of the terms, conditions, representations, warranties, certifications, requirements, promises and obligations set forth in Exhibit B attached hereto and made a part of this Agreement.

25. Entire Agreement. This Agreement, together with (i) Exhibit A, Exhibit B and any and all other exhibits or schedules referenced herein or attached hereto and (ii) all of the terms, conditions and requirements set forth under that certain Request for Qualifications and Proposals - RFP 2024-02 for On-Call General Engineering Consultant Services issued on Tuesday, October 8, 2024, including all exhibits, attachments, schedules and other documents contained or referenced therein along with any and all addenda or amendments thereto issued thereafter (collectively the “RFP”), represents the entire Agreement between Professional and the District and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof. Each Party has had the opportunity to review with counsel the terms of this Agreement and to negotiate the same. Therefore, any ambiguity in this Agreement shall not be construed against either Party by virtue of having drafted this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**PROFESSIONAL:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT:**

**COLLIER MOSQUITO CONTROL DISTRICT**  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
**Patrick P. Linn**  
**Executive Director**

Approved as to form and legal sufficiency by:

\_\_\_\_\_  
William Owens  
Counsel to the District

Exhibit A

Description of Services: In addition to all of the obligations of Professional hereunder, the Services to be performed and provided by Professional pursuant to this Agreement are professional engineering services as requested from time to time by the District in its sole discretion pursuant to separate written task orders issued by the District detailing the specific Services assigned to Professional. The Services and related deliverables that may be requested by the District from Professional under a written task order include, without limitation, those described and set forth in Schedule 1 (“*Scope of Services and Deliverables*”) attached hereto and made a part of this Agreement. Professional shall perform and provide all of the Services in accordance with the terms and subject to the conditions set forth in this Agreement (including Schedule 1 and each written task order issued by the District) to the satisfaction of the District. Notwithstanding anything in this Agreement to the contrary, the District makes no representation or warranty as to the type or amount of Services that will be requested to be performed and provided by Professional during the term of this Agreement.

Deadline For Satisfactory Completion: Except as otherwise provided in this Agreement, the deadline for satisfactory completion of all of the Services by Professional will be described and set forth under each written task order issued by the District and assigned to Professional under the Agreement; provided, however, the deadline for satisfactory completion of all of the Services to be provided by Professional under this Agreement shall be on or before the expiration of the term of this Agreement.

Term: The term of this Agreement shall be for five (5) years commencing on the Effective Date, unless sooner terminated as provided herein.

Rates and Manner of Compensation: Notwithstanding anything in this Agreement to the contrary, the rates and manner of compensation due to Professional from the District for the performance and completion of all of the Services to the satisfaction of the District shall be based upon the time (in tenth of an hour increments) expended by Professional to perform or provide the Services based upon the positions and associated hourly rates described and set forth under Schedule 2 (“*Position and Hourly Rate Schedule*”) attached hereto and made a part of this Agreement.

Other Provisions and Obligations of Professional: In addition to the Professional’s obligations set forth herein and all common law duties, Professional shall: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Schedule 1

**SCOPE OF SERVICES AND DELIVERABLES**

Schedule 2

**Position and Hourly Rate Schedule**



## Exhibit B

### **CONTRACT PROVISIONS**

In addition to all of the obligations of the Professional under this Agreement, Professional hereby covenants and agrees to observe, comply with and perform all of the following terms, conditions, representations, warranties, requirements, promises and obligations:

#### **FLORIDA PUBLIC RECORDS LAW**

**(a) IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (239) 436-1000, MGRAZEWSKI@CMCD.ORG AND/OR 600 NORTH ROAD, NAPLES, FLORIDA 34104.**

**(b) Professional acknowledges and agrees that Professional shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, Professional hereby covenants and agrees that it shall:**

**(i) keep and maintain public records required by the District to perform the services under this Agreement;**

**(ii) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;**

**(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Professional does not transfer the records to the District; and**

**(iv) upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Professional or keep and maintain public records required by the District to perform the services under this Agreement. If Professional transfers all public records to the District upon completion of this Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of this Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.**

#### **ANTI COLLUSION STATEMENT**

Under no circumstances shall any prospective proposer, or any person or persons acting for or on behalf of any said prospective bidder, seek to influence or gain the support of any member of the District favorable to the interest of any prospective bidder or seek to influence or gain the support of any member of the District against the interest of any prospective bidder. Any such activities shall result in the exclusion of the prospective proposer from consideration by the District.

#### **CONVICTED VENDOR LIST**

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.

### **DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list 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.

### **INVOICE COMPLIANCE**

All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

### **TRAVEL EXPENSES**

Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

### **PUBLIC RECORDS**

The District may unilaterally cancel this Agreement if Professional refuses to allow the public access to all documents, papers, letters, or other material made or received by Professional in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).

### **NO CONTACT**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

### **DUTY TO COOPERATE WITH INSPECTOR GENERAL**

Professional agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with s.20.055, Florida Statutes.

### **TRUTH IN NEGOTIATION CERTIFICATE**

The wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting and the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Professional determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

### **PROHIBITION AGAINST CONTINGENT FEES**

The Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the District shall have

the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### **NO BOYCOTT/PROHIBITED BUSINESS**

Professional hereby certifies that it has not been placed on the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, has not been placed on the Scrutinized Companies with Activities in Sudan List, has not been placed on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. The District may immediately terminate this Agreement without penalty or cost if any of the foregoing is not accurate.

### **STATE FUNDS**

Any state funds provided for the purchase of or improvements to real property are contingent upon Professional or the District granting to the State of Florida a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

### **E-VERIFY**

Professional shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by Professional during the term of the Agreement and shall expressly require any subcontractors performing Work or providing services hereunder to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. Professional shall provide to the District, for itself and each subcontractor performing work or providing services hereunder, an E-Verify Affidavit in a form acceptable to the District along with evidence of registration in the E-Verify system.

### **CERTIFICATIONS**

Professional certifies that all of the following are true and correct and hereby makes all of the representations and warranties set forth hereinbelow:

(a) Professional is in compliance with all applicable disclosure requirements set forth in section 286.101, Florida Statutes, and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), Florida Statutes;

(b) Neither Professional nor its suppliers, subcontractors or consultants to be utilized under this Agreement are on the "Suspended Vendor List," "Convicted Vendor List," "Discriminatory Vendor List" or "Antitrust Violator Vendor List" of the Florida Department of Management Services, and there is no pending or threatened action, proceeding or investigation, or any other legal or financial condition, that would in any way prohibit, restrain or diminish Professional's ability to satisfy the obligations under this Agreement. Professional is informed of the provisions of sections 287.133(2)(a), 287.134(2)(a) and 287.137(2)(a), Florida Statutes, that identify the impacts to Professional's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the "Suspended Vendor List," "Convicted Vendor List," "Discriminatory Vendor List" or "Antitrust Violator Vendor List" of the Florida Department of Management Services. Professional is further informed of the provisions of section 287.1351, Florida Statutes, that identify the impacts to Professional's ability to enter into or renew a contract with an agency, as defined in section 287.012, Florida Statutes, if it is placed on the "Suspended Vendor List" of the

Department of Management Services;

(c) Regardless of the dollar value of the goods or services to be provided under this Agreement, in accordance with the requirements of section 287.135(5), Florida Statutes, Professional is not participating in a boycott of Israel and is not on the State Board of Administration of Florida's "List of Scrutinized Companies that Boycott Israel;"

(d) If the goods or services to be provided under this Agreement are \$1 million or more, in accordance with the requirements of section 287.135, Florida Statutes, (i) Professional is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively the "Scrutinized List of Prohibited Companies"), (ii) Professional does not have business operations in Cuba or Syria and (iii) Professional is not on the State Board of Administration of Florida's "Scrutinized List of Prohibited Companies;"

(e) Pursuant to section 287.138, Florida Statutes, (i) Professional is not owned by a government of a foreign country of concern, (ii) a government of a foreign country of concern does not have a controlling interest in Professional and (iii) Professional is not organized under the laws of nor has its principal place of business in a foreign country of concern. For the purposes hereof, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. As used herein, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise (and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest). Professional is not prohibited from entering into this Agreement pursuant to section 287.138, Florida Statutes, and, if at any time requested by the Authority or legally required, Professional agrees it can and will complete the Form PUR 1355, "Foreign Country of Concern Attestation Form," of the Florida Department of Management Services;

(f) Professional (i) is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, Florida Statutes and (ii) has not, within the last year, had a contract terminated under section 448.095(5)(c), Florida Statutes, by a public employer, contractor, or subcontractor, as defined by section 448.095(1), Florida Statutes; and

(g) Professional does not use coercion for labor or services as defined in section 787.06, Florida Statutes. To the best of Affiant's knowledge, the commodities Professional is offering to the Authority have not been produced, in whole or in part, by forced labor. Pursuant to section 287.1346, Florida Statutes, Professional is not on the "Forced Labor Vendor List" of the Florida Department of Management Services.

**EXHIBIT B**  
**Ranking Guidelines**

<b>EVALUATION AND RANKING GUIDLEINES</b>		<b>Relative %</b>
Quality of Submittal	<b>/5</b>	<b>5</b>
Team Introduction and Resumes <ul style="list-style-type: none"> <li>• Key team members are qualified to perform the contemplated projects and scope of services</li> <li>• Team success of delivery of similar projects</li> </ul>	<b>/15</b>	<b>15</b>
Experience and Qualifications Specialized experience and technical competence in the type of work required <ul style="list-style-type: none"> <li>• Respondent has provided comparable projects with which they have been involved</li> <li>• References and past performance evaluations</li> </ul>	<b>/20</b>	<b>20</b>
Respondent has demonstrated understanding of key elements of the contemplated projects and scope of services <ul style="list-style-type: none"> <li>• Respondent has provided a logical approach to the tasks and issues of the contemplated projects and scope of services</li> <li>• Plan for cost control</li> <li>• Approach to construction safety and phasing plans</li> </ul>	<b>/20</b>	<b>20</b>
The capacity to accomplish the work within a negotiated time frame <ul style="list-style-type: none"> <li>• Respondent has adequate staff for the contemplated projects and scope of services</li> <li>• Current workload of the respondent</li> </ul>	<b>/25</b>	<b>25</b>
Location of the respondent's firm and knowledge of Florida, SFWMD, City of Naples, City of Immokalee and other local government permitting, licensing and compliance issues; provided, however, location criteria is not based on a political boundary (e.g. city or county limits)	<b>/10</b>	<b>10</b>
Whether respondent is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.	<b>/5</b>	<b>5</b>
<b>TOTAL</b>	<b>/100</b>	<b>100</b>

EXHIBIT C

**E-VERIFY ELIGIBILITY FORM**

**VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM**

**PER FLORIDA STATUTE 448.095 (2), RESPONDENT AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE RESPONSE/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The Respondent and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Respondent and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Respondent will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Respondent with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Respondent must maintain a copy of such affidavit.
6. The District may terminate any Contract on the good faith belief that the Respondent or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If any Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Respondent may not be awarded a public contract for at least 1 year after the date on which the Contract was terminated.
8. The Respondent is liable for any additional cost incurred by the District as a result of the termination of any Contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Name of Entity/Corporation

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires:  
NOTARY SEAL ABOVE

EXHIBIT D

**PROPOSAL REFERENCE INFORMATION**

(project completion within previous five years)

Not applicable if prequalified with State of Florida, in accordance with Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation (Chapter 14-22, F.A.C.),  
(attach current Certificate of Qualification)

Project Reference: \_\_\_\_\_

Project Name	Date of Completion
--------------	--------------------

\_\_\_\_\_

Reference Name (must be directly related to project)

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip Code

\_\_\_\_\_

Phone	Email
-------	-------

Project Reference: \_\_\_\_\_

Project Name	Date of Completion
--------------	--------------------

\_\_\_\_\_

Reference Name (must be directly related to project)

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip Code

\_\_\_\_\_

Phone	Email
-------	-------

Project Reference: \_\_\_\_\_

Project Name	Date of Completion
--------------	--------------------

\_\_\_\_\_

Reference Name (must be directly related to project)

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip Code

\_\_\_\_\_

Phone	Email
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## EXHIBIT E

### CERTIFICATION FORM

#### AFFIDAVIT AND ATTESTATION

**(pursuant to sections 286.101, 287.133, 287.134, 286.1346, 287.135, 287.1351, 287.137, 287.138, 448.095 and 787.06, Florida Statutes)**

BEFORE ME, the undersigned authority, who is duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ (“Affiant”), in Affiant’s capacity as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (“Vendor”), who, after first being duly sworn, under oath did certify, depose and say the following and hereby makes all of the representations and warranties set forth hereinbelow both individually and on behalf of Vendor:

1. Vendor desires to enter into, or has previously entered into, an agreement, purchase order or other transaction (collectively the “Agreement”) with Collier Mosquito Control District, an independent special district and political subdivision of the State of Florida (the “District”).
2. Vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, Florida Statutes, and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), Florida Statutes.
3. Neither Vendor nor its suppliers, subcontractors or consultants to be utilized under the Agreement are on the “Suspended Vendor List,” “Convicted Vendor List,” “Discriminatory Vendor List” or “Antitrust Violator Vendor List” of the Florida Department of Management Services, and there is no pending or threatened action, proceeding or investigation, or any other legal or financial condition, that would in any way prohibit, restrain or diminish Vendor’s ability to satisfy the obligations under the Agreement. Vendor is informed of the provisions of sections 287.133(2)(a), 287.134(2)(a) and 287.137(2)(a), Florida Statutes, that identify the impacts to Vendor's ability or its affiliates’ ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the “Suspended Vendor List,” “Convicted Vendor List,” “Discriminatory Vendor List” or “Antitrust Violator Vendor List” of the Florida Department of Management Services. Vendor is further informed of the provisions of section 287.1351, Florida Statutes, that identify the impacts to Vendor’s ability to enter into or renew a contract with an agency, as defined in section 287.012, Florida Statutes, if it is placed on the “Suspended Vendor List” of the Department of Management Services.
4. Regardless of the dollar value of the goods or services to be provided under the Agreement, in accordance with the requirements of section 287.135(5), Florida Statutes, Vendor is not participating in a boycott of Israel and is not on the State Board of Administration of Florida’s “List of Scrutinized Companies that Boycott Israel.”
5. If the goods or services to be provided under the Agreement are \$1 million or more, in accordance with the requirements of section 287.135, Florida Statutes, (a) Vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively the “Scrutinized List of Prohibited Companies”), (b) Vendor does not have business operations in Cuba or Syria and (c) Vendor is not on the State Board of Administration of Florida’s “Scrutinized List of Prohibited Companies.”
6. Pursuant to section 287.138, Florida Statutes, (a) Vendor is not owned by a government of a foreign country of concern, (b) a government of a foreign country of concern does not have a controlling interest in Vendor and (c) Vendor is not organized under the laws of nor has its principal place of business in a foreign country of concern. For the purposes hereof, “foreign country of concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. As used herein, “controlling interest” means possession of the power to direct or cause the direction of the management or



policies of a company, whether through ownership of securities, by contract, or otherwise (and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest). Vendor is not prohibited from entering into the Agreement pursuant to section 287.138, Florida Statutes, and, if at any time requested by the District or legally required, Vendor agrees it can and will complete the Form PUR 1355, "Foreign Country of Concern Attestation Form," attached hereto as Attachment 1.

- 7. Vendor (a) is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, Florida Statutes and (b) has not, within the last year, had a contract terminated under section 448.095(5)(c), Florida Statutes, by a public employer, contractor, or subcontractor, as defined by section 448.095(1), Florida Statutes.
- 8. Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes. To the best of Affiant's knowledge, the commodities Vendor is offering to the District have not been produced, in whole or in part, by forced labor. Pursuant to section 287.1346, Florida Statutes, Vendor is not on the "Forced Labor Vendor List" of the Florida Department of Management Services.
- 9. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature, and Affiant acknowledges and understands that this Affidavit And Attestation is made to induce the District to enter into or continue the Agreement with Vendor, and the District will rely upon this Affidavit And Attestation to establish the truth and accuracy of all information, statements, representations and warranties set forth herein.

Under penalties of perjury, Affiant declares and certifies that Affiant has carefully read this entire Affidavit And Attestation and that all of the information, statements, representations and warranties set forth herein are true, correct and complete. Affiant further declares and certifies that Affiant has authority to sign this Affidavit And Attestation on behalf of Vendor and bind Vendor hereunder.

This Affidavit And Attestation is made with the full understanding of the law regarding liability for perjury or any misrepresentation herein.

MADE AND DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, individually and as  
\_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to, subscribed, and acknowledged before me, by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, individually and as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attachment 1

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

\_\_\_\_\_ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: