

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**RFP 2024-11**

**MARATHON BUILDING SEAL AND PAINT**

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

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

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

**SEALED PROPOSAL •  
DO NOT OPEN**

SOLICITATION NO: **RFP 2024-11**

SOLICITATION TITLE:

**MARATHON BUILDING  
SEAL AND PAINT**

SUBMISSION DUE DATE/TIME:

Wednesday, November 20<sup>th</sup>, 2024  
4:00 PM

SUBMITTED BY:

\_\_\_\_\_  
**(Name of Company)**

DELIVER TO:

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

**RFP 2024-11**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**REQUEST FOR PROPOSALS**

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

**MARATHON BUILDING SEAL AND PAINT**

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

SEALED PROPOSALS WILL BE RECEIVED up to 4:00 PM on Wednesday, November 20<sup>th</sup>, 2024 and OPENED on Thursday, November 21<sup>st</sup>, 2024 at 10:00 AM at the Marathon Mosquito Control Office, 503 107<sup>th</sup> Street, Gulf, Marathon, FL 33050. Recommendations will be given to the Board of Commissioners at the Regular Meeting to be held on Friday, December 13<sup>th</sup>, 2024, at the Marathon Mosquito Control Office, 503 107<sup>th</sup> Street, Gulf, Marathon, FL 33050. Proposals must be clearly marked on the face of the envelope "MARATHON BUILDING." All Bidders are welcome to be present for the opening and/or the award of the bids.

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

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

Phillip L. Goodman

Chairman

ATTEST:

Bette Brown

Secretary/Treasurer



Publish October 26-27, 2024.

**RFP 2024-11**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**INSTRUCTIONS TO BIDDERS**

1. The Board of Commissioners of the Florida Keys Mosquito Control District reserves the right to reject any or all proposals and to make awards in such manner as they consider to be in the best interest of the Florida Keys Mosquito Control District and citizens and taxpayers of Monroe County, Florida.
2. Proposals must be delivered in person or by mail to 503 107<sup>th</sup> Street, Gulf, Marathon, Florida 33050 *prior* to 4:00 P.M., Wednesday, November 20<sup>th</sup>, 2024. All proposals must be sealed and addressed as indicated in the Request for Proposals. Proposals received after the time set for the opening will be returned to the bidder unopened. On the face of the envelope containing the proposal shall be written in large letters the words “MARATHON BUILDING.” A bidder may withdraw his proposal at any time prior to that fixed for the opening of bids, without prejudice to their self.
3. Proposals will be opened at 10:00 AM on Thursday, November 21<sup>st</sup>, 2024 at the Marathon Mosquito Control Office located at 503 107<sup>th</sup> Street, Gulf, Marathon, Florida 33050. All bidders and the general public are invited to attend the bid opening. Recommendations will be given to the Board of Commissioners at the Regular Meeting to be held on Friday, December 13<sup>th</sup>, 2024 at the Marathon Mosquito Control Office located at 503 107<sup>th</sup> Street, Gulf, Marathon, Florida 33050.
4. In accordance with Florida Statutes Chapter 287, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount of \$35,000.00 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Prior to award of this contract, vendors will be required to execute the Sworn Statement on Public Entity Crimes attached to this solicitation.
5. Drug Free Workplace Certification Form must be executed and included with proposal.

6. Scrutinized Company Certification must be executed and included with proposal.
7. E-Verify Compliance: Successful Bidder shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term. Bidders will be required to execute the E-Verify Certification Statement attached to this solicitation.
8. Acknowledge the Sunshine Law Notice included in this solicitation, by signing the attached form.
9. Affidavit Regarding the Use of Coercion for Labor and Services must be executed and included with proposal.
10. The Business/Personal Relationship Disclosure Affidavit must be executed and included with proposal.
11. Acknowledge the ESG Notice included in this solicitation, by signing the attached form.
12. Vendor experience and references are required as part of bid package.
13. Lobbying and Debarment Form must be completed and included, if applicable.
14. Bid Package must include one (1) original and four (4) copies of proposal.
15. Bidder Acknowledgement Form must be signed and included with proposal.
16. FKMCD will require proper insurance/indemnification based on the job/project cost and risk assessment. FKMCD requires the awarded bidder to maintain valid insurance coverage for the duration of the awarded contract term.
17. FKMCD reserves the right to accept any bid or combination of bid alternates which, in the FKMCD's judgment will best serve the FKMCD's interest, or to reject any or all bids. FKMCD may waive any bid irregularities in its sole discretion, and to negotiate contract terms with bidders, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids.

**RFP 2024-11**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**Florida Keys Mosquito Control District is requesting proposals to clean, seal and paint exterior walls of building and aviation hangar facility, consisting of approximately 24,000 square feet at 503 107th St, Gulf, Marathon FL, 33050. Also, sealing along windows and doors. Sealing and paint system must provide environmental protection from wind and water penetration to interior areas.**

**1.0 Scope of Work:**

- 1.1 Prepare all exterior walls, windows, and doors to be washed cleaned and treated to receive seal and paint system.
- 1.2 Remove all existing sealing material and caulk from expansion joints, seams, voids and areas around doorways and window openings.
- 1.3 Clean and treat exterior wall, joints, seams, voids and area around doorways and window openings for mildew as necessary.
- 1.4 Provide new and apply elastomeric patch, sealant and caulk to exterior wall joints seams, voids and areas around doorways and window openings as necessary in accordance paint coating system manufactures instructions.
- 1.5 Provide new and apply two coats of Sherwin-Williams Loxon® or equivalent concrete and stucco high build exterior waterproofing paint system.

**2.0 Workmanship of Application Conditions:**

- 2.1 Keep dust, dirt and debris away from aircraft work before and during painting.
- 2.2 Execute work in accordance with manufacture label directions. Material applications shall be made in strict conformance to this specification and to the manufacturer's instructions on the product labels and product data sheets.
- 2.3 All work shall be accomplished by skilled workman familiar with and trained to do this type of work and they shall be further qualified to operate or use the equipment or rigging needed to accomplish this work.
- 2.4 All areas not designated to receive this work or as a material laydown area shall be kept clear and free of material accumulation, coating residue, debris or any hazard that can cause foreign object damage to aircraft, vehicles, and equipment.
- 2.5 Owner will provide water and electricity from existing facilities.
- 2.6 The contractor shall install all OSHA approved safety equipment and barricades as required to ensure safety and damage control.
- 2.7 The contractor shall ensure normal safety signs, necessary lighting and temporary fencing around work areas shall be installed and maintained and work performed in accordance with OSHA requirements while job is in progress.
- 2.8 A progress schedule shall be furnished by the contractor to the Owner or the Owner's agent for approval and shall be based on the contract completion date.
- 2.9 Contractor shall provide at a minimum a ten year no dollar limit total system warranty for labor and materials.
- 2.10 Contractor must specify the specific workmanship warranty length in the contract not covered by paint coating system material manufacturer's warranty.

### **3.0 Materials:**

3.1 All material used or applied in this paint system must be tested and listed in Underwriter's Laboratories Building Material Directory compliance and conform to ASTM D3273/D3274 mildew resistant standards.

3.2 The materials herein specified will be enforced as the required products.

3.3 All materials shall be used according to label directions and applied at package consistency.

3.4 All materials used for this work/project shall be delivered on the job in the original, sealed containers.

### **4.0 Colors:**

4.1 All outward facing material applied to the exterior walls shall conform to existing color scheme and approved by owner or owner's agent prior to application.

4.2 Any outward facing material applied to the exterior walls that cannot conform to the above color standard in order to meet manufacture's designs will be disclosed to the owner prior to application.

### **5.0 Wall Paint Preparation:**

5.1 The contractor shall survey exterior wall and incidental metal, wood surfaces for durability to and compatibility with the herein prescribed paint system.

5.2 The contractor shall identify, remove and replace or restore any component of the exterior wall or incidental metal or wood that would compromise the durability and compatibility of herein prescribed paint system. If any component of the existing exterior walls are found unsuitable to accept the paint system, the owner or the owner's agent shall be notified in writing, and no materials shall be applied to affected area until the unsuitable components have been made satisfactory.

### **6.0 Inspections and Permits:**

6.1 Contractor is responsible for acquiring and administering all city, state or local municipality permits.

6.2 Permit and engineering fees specific to this paint system work are not included in this contract.

6.3 Contractor is responsible for coordinating all building inspection requirements. Additionally, the contractor will disclose each building inspection result to the owner or owner's agent if applicable.

6.4 Contractor is responsible to file notice of commencement as required by city, state or local municipality.

### **Selection Criteria:**

The vendor will be selected through a combination of: 1) Pricing 2) Vendor Experience 3) References 4) Work Commencement Date 5) Estimated Completion Time.

Vendor experience and estimated completion time are critical to a successful purchase. Therefore, FKMCD chooses to use the RFP process rather than ITB.

### **Please forward one (1) original and four (4) copies of proposal to:**

Florida Keys Mosquito Control District

503 107<sup>th</sup> Street Gulf

Marathon, FL 33050

**ATTN: MARATHON BUILDING**

For general inquiries pertaining to the property, contact Danilo Diaz ([ddiaz@keysmosquito.org](mailto:ddiaz@keysmosquito.org)) or Steve Rutherford ([srutherford@keysmosquito.org](mailto:srutherford@keysmosquito.org)). For inquiries pertaining to the process or documentation, please contact Rochele Miller by email at [rmiller@keysmosquito.org](mailto:rmiller@keysmosquito.org).

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

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

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

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

*.)*

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

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

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
(a). A predecessor or successor of a person convicted of a public entity crime; or  
(b). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.

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



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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(name of individual signing)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

# FLORIDA KEYS MOSQUITO CONTROL DISTRICT

## VENDOR DRUG FREE WORKPLACE CERTIFICATION FORM

### SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### SECTION 2 AFFIRMATION

- Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.
- Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the bidder; the bidder WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

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

Authorized Signer Name \_\_\_\_\_

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

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
Print Name and Title Company Name

certify that \_\_\_\_\_  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Florida Keys Mosquito Control District (“FKMCD”) shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits FKMCD from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with FKMCD for goods or services may be terminated at the option of FKMCD if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Company Name Print Name / Signature Title

# FLORIDA KEYS MOSQUITO CONTROL DISTRICT

## E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
  - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
  - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
  - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
  - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Florida Keys Mosquito Control District (“FKMCD”). The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with FKMCD; and
  - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
  - a. If FKMCD has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
  - b. If FKMCD has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., FKMCD shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
  - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
  - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
  - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY NAME: \_\_\_\_\_

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

SUNSHINE LAW NOTICE

Pursuant to Florida Statute §119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding the bidder's' requests to the contrary, at the time Florida Keys Mosquito Control District ("FKMCD") provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by FKMCD are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to FKMCD in connection with any bid shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**Florida Keys Mosquito Control District**

**Affidavit Regarding the Use of Coercion for Labor and Services**

Respondent Vendor Name:

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

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

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Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Florida Keys Mosquito Control District is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

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

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

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

**BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, of the City/Township/Parrish \_\_\_\_\_ of \_\_\_\_\_ State of \_\_\_\_\_, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): \_\_\_\_\_ and (Nature of services presently being offered to The Florida Keys Mosquito Control District): \_\_\_\_\_

2) I have \_\_\_\_\_ have not \_\_\_\_\_, at any time, excluding the instant proposal, had a business or personal relationship with any member of The Florida Keys Mosquito Control District Board, and/or with any employee of The Florida Keys Mosquito Control District.

- The details of my or my company’s present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee’s name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The Florida Keys Mosquito Control District relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

\_\_\_\_\_  
(Signature of Authorized Representative)  
Print: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, being personally known, \_\_\_ or having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My commission expires:

FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
PROHIBITION AGAINST CONSIDERING ESG FACTORS

Pursuant Florida Statute §287.05701 the Florida Keys Mosquito Control District is Prohibited from considering social, political, or ideological interests in government contracting.

The governing body of a special district, such as FKMCD:

- (1) May not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor;
- (2) May not give preference to a vendor based on the vendor's social, political, or ideological interests;
- (3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.



**CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
FOR EXPENDITURE OF FEDERAL FUNDS**

**LOBBYING**

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Contractor / Name of Company

\_\_\_\_\_  
Date

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**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Contractor / Name of Company

\_\_\_\_\_  
Date

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid / offer / application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b> _____ a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Sub awardee Tier _____, if Known: _____  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, <i>if applicable</i> :	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b>	
	<b>Print Name:</b> _____	
	<b>Title:</b>	
	<b>Telephone No.:</b> _____ <b>Date:</b> _____	

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

# **FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

## **BIDDER ACKNOWLEDGEMENT**

**MAIL BIDS TO:  
FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
503 107<sup>TH</sup> STREET GULF  
MARATHON, FL 33050**

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

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**NAME OF VENDOR**

**MAILING DATE**

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**MAILING ADDRESS**

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**CITY – STATE – ZIP**

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

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**TELEPHONE NUMBER**

**EMAIL ADDRESS**

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

**AUTHORIZED SIGNATURE (MANUAL) \_\_\_\_\_**

**AUTHORIZED SIGNATURE (TYPED) \_\_\_\_\_**

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### **GENERAL CONDITIONS**

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

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

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

**1. EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided above. The company name must also appear on each page of the bid as required.**

2. **NO BID:** If not submitting a bid, respond by returning one copy of this form, marking it “No Bid,” and explain below the reason. Repeated failure to quote without sufficient justification shall be cause for removal of a supplier’s name from the bid mailing list. Note: A bidder, to qualify as a respondent, must submit a “no bid” and same must be received no later that the stated bid opening date an hour.

Reason for “no bid”:

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3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In case of a mistake in extensions, the unit price will take precedence. All prices F.O.B. destination (unless otherwise stated in special conditions). Bidders may offer discounts as an inducement to secure expeditious payment of invoices. Additional discount for prompt payment may be considered in making the award. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. Prices and extensions shall be typed or printed in ink.

- a) **TAXES:** The FKMCD does not pay federal excise and state sales taxes. Do not include these items on invoices. The applicable tax exemption number is shown on purchase order.
- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder’s risk.
- c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS’ LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- e) **BIDDER’S CONDITIONS:** Any conditions to be made as part of the bid, should be submitted by letter with notes thereof on bid sheet for consideration.

4. **EQUIVALENTS:** Any manufacturer’s names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not to limit competition. Bid any brand which meets or exceeds the quality of specifications listed for any item. If the bid is based on equivalent products, indicate on the bid form the manufacturer’s name and number and indicate any deviation from the specifications as listed. Include fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications listed in the form.

5. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services. Items delivered not conforming to specifications may be rejected and returned at vendor’s expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in:

- 1. Vendor’s name being removed from the FKMCD vendor mailing list.
- 2. All area departments being advised not to do business with vendor without written approval.

6. **SAMPLES:** Samples of items, when required, must be furnished free of expense and not destroyed. They will, upon request, be returned at the bidder’s expense. Request for the return of samples must be made within 10 days following opening of bids. Each individual sample must be labeled with bidder’s name, bid number, and

item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.

7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday.
8. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be submitted to the buyer no later than three (3) days prior to the bid opening.
9. **AWARDS:** As the best interest of FKMCD may require, the right is reserved to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this proposal unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".
10. **BID OPENING:** Shall be public, on the date at the time specified on the bid form. All bids received after that time shall be returned. Offers by email or telephone are not acceptable. Only sealed bids, hand delivered, are accepted.
11. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer.
13. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes, wherein it states, in part: "... all bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the FKMCD. All bidders must disclose the name of any employee who owns directly or indirectly an interest of 5% or more in the bidder's firm or any of its branches..."
15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
16. **GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL:** This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any and all disputes shall be the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida, or the United States District Court for the Southern District of Florida, as applicable under prevailing law. By entering into this Contract, both Contractor and FKMCD expressly waive any right it may have to a trial by jury for any civil litigation arising from or in any way related to this Contract.
17. **LEGAL REQUIREMENTS:** Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

- 18. NOTICE TO ALL VENDORS PERSUANT TO FLORIDA STATUTE:** An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests in determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
- 19. PATENTS & ROYALTIES:** The bidder without exception, shall indemnify and save harmless, the FKMCD and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MCMCD the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 20. STANDARD COMMERCIAL WARRANTY:** The manufacturers'/sellers' standard commercial warranty shall apply to all the items described herein and the seller shall furnish a copy to the buyer as a part of his bid.
- 21. SPECIAL CONDITIONS:** Any and all special conditions that may vary from these General Conditions shall have precedence.

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

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