



# The Florida Legislature

## OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY



PK Jameson, Coordinator

**Office of Program Policy Analysis and Government Accountability (OPPAGA)  
(6)(b) Contract for Consulting Services-Invitation to Negotiate  
Mosquito Districts Performance Review  
Contract Nos. OP2201, OP2202, OP2203, OP2204, OP2205, OP2206**

***OPPAGA ANTICIPATES MAKING A RECOMMENDATION ON OR BEFORE 11/11/22***

OPPAGA is seeking proposals from experienced consultants to conduct performance reviews of the following mosquito control districts in accordance with the requirements of s. 189.0695(3), *Florida Statutes*:

The 15 districts are divided into six groups based primarily on geographic proximity to one another. Contractors may bid on one or more groups, but must provide individual pricing for each group proposed, as well as any savings for review of multiple groups. The groups and districts are as follows:

Group	Contract Number	District Name	County
1	OP2201	Beach Mosquito Control District	Bay
		South Walton County Mosquito Control District	Walton
2	OP2202	Amelia Island Mosquito Control District	Nassau
		Anastasia Mosquito Control District of St. Johns County	St. Johns
		East Flagler Mosquito Control District	Flagler
3	OP2203	Citrus County Mosquito Control District	Citrus
		Manatee County Mosquito Control District	Manatee
		Pasco County Mosquito Control District	Pasco
4	OP2204	Buckhead Ridge Mosquito Control District	Glades
		Indian River Mosquito Control District	Indian River
		Moore Haven Mosquito Control District (Glades County)	Glades
5	OP2205	Fort Myers Beach Mosquito Control District	Lee
		Lee County Mosquito Control District	Lee
6	OP2206	Collier Mosquito Control District	Collier
		Florida Keys Mosquito Control District	Monroe

The consultant must have at least 5 years of experience conducting comparable reviews of organizations similar in size and function to the mosquito districts, must conduct the review according to applicable industry best practices, and must have no affiliation with or financial involvement in the reviewed district.

**Qualifications:**

Proposals must show performance review experience, illustrate an understanding of performance review methodology, propose a team with subject matter and performance review expertise, and assign appropriate team members for each task. For complete information regarding the details of this procurement, please review the attached documents in their entirety.

**Submittal Information:**

Submitted responses must be provided electronically to [oppagaprocurement@oppaga.fl.gov](mailto:oppagaprocurement@oppaga.fl.gov)

**Award Process:**

OPPAGA will negotiate with vendors as proposals are received and will recommend contracting with the consultant it comes to final terms with first. OPPAGA's recommendation will be subject to final approval by designees of the Florida Legislature.

**Notice of Intent:**

Consultants intending to submit a proposal for this procurement are requested to submit a notice of intent to [oppagaprocurement@oppaga.fl.gov](mailto:oppagaprocurement@oppaga.fl.gov) indicating the date the proposal will be submitted.

**Questions:**

Please direct all questions to Janet Tashner, General Counsel, (850) 717-0526.

## Contract for Consulting Services Reply Documents

Contract Nos. OP2201, OP2202, OP2203, OP2204, OP2205, OP2206

### Mosquito Districts Performance Review

*Refer to Schedule A and B of Contract Nos. OP2201, OP2202, OP2203, OP2204, OP2205, OP2206  
for Scope of Work and Deliverables*

Please provide the following information in your reply:

#### **I. Information Cover Sheet**

A completed and signed Respondent's Information Coversheet (**Appendix A**). This document must be signed by an individual responsible for the organization's response and authorized to negotiate for the organization during the negotiation process, including binding signature authority.

#### **II. Warranties Certifications (Appendix B)**

#### **III. Non-Collusion Statement (Appendix C)**

#### **IV. Disclosure Information (Appendix D)**

#### **V. Conflicts Statement (Appendix E)**

The Contractor must complete Appendix E by listing any and all personal or contractual relationships that exist or have existed within the last five (5) years, between the Contractor, subcontractors, and their predecessor organizations, with **mosquito districts** in the **State of Florida**. The form must be signed by an individual authorized to legally bind the Contractor.

Not every prior or existing contractual relationship will constitute a conflict, but the Contractor must include sufficient description of the personal or contractual relationship(s) to enable the Legislature to determine whether a conflict exists. OPPAGA, in its sole discretion, will make the final determination regarding the existence of a conflict of interest.

#### **VI. Corporate Capabilities**

This portion of the Reply should describe the Contractor's organizational experience with similar projects and demonstrate its understanding of the nature of analysis required for this project by providing the information detailed below. This section describes information requested about the Contractor's firm experience. (Contractor's individual team members' experience is addressed in Section VII.)

This portion of the Reply must include the items below.

A description of the **current and past experience** the Contractor has that is comparable to the effort required in this project. The consultant must have at least 5 years of

experience conducting comparable reviews of organizations similar in size and function to the mosquito districts.

- A description of the Contractor organization's **internal product quality assurance system** and the name, title and contact information for their quality assurance manager who can provide additional information.
- **Business references (Appendix F)** for three (3) engagements undertaken by the Contractor organization within the past five (5) years that were performance audits or performance reviews of comparable size and complexity to the requirements of this project. For each business reference listed, the Contractor should identify the nature of the services provided, and the **name, title, mailing address, email address, and telephone number** of persons OPPAGA may contact to verify organizational experience. Contractors shall complete the References Form in **Appendix F** to this Request to provide the contact information for its references. **Do not list OPPAGA as a reference.**

## VII. Project Staffing and Organization

In this portion of the Reply, the Contractor must describe the qualifications of all individuals who will be assigned to the project. The Reply must include each individual's **experience and knowledge** to perform the tasks and subtasks that they will be assigned related to the Scope of Work and Deliverables.

Desired attributes of team members include:

- **experience with performance reviews of government programs,**
- **experience presenting complex research findings to policy makers and the public,**
- **experience evaluating**
  - **fleet and facilities acquisition and management,**
  - **pest and related disease surveillance and management programs,**
  - **environmental management programs (e.g. stormwater, wastewater and marsh water management), or**
  - **programs with pesticide selection, management, storage, application, and regulatory compliance functions.**

This portion of the Reply must include the items below.

- An **organizational chart** for this project that covers the personnel assigned, including identification of subcontractors.
- The total number of **project hours** broken out by each individual assigned to the project. The hours devoted to the project must ensure that the Contractor's proposed methodology to produce each deliverable can be successfully implemented in a timely manner.

- Identification of the individual assigned as day-to-day **project manager** and a description of that individual's prior project leadership experience including any recent, significant experience similar to the scope and complexity of this project.
- Each team member's specific **role** on the project and the tasks and subtasks for which they are responsible.

Once individual team members are identified and accepted by OPPAGA, no changes to the staff, roles, or hours will be permitted without prior approval from OPPAGA.

### **VIII. Proposed Methodology and Work Plan**

The proposed methodology section of the Reply is critical to demonstrating the Contractor's knowledge, experience, and understanding of the Scope of Services requested. In this portion of the Reply, the Contractor must provide a detailed description of the proposed methodologies that will be employed to gather information and conduct the necessary analyses for this review. The Contractor's Reply must state that it will provide all services outlined and meet all requirements provided in Scope of Services of this Solicitation.

This portion of the Reply also must include the information below.

- The specific **methods**, such as surveys, interviews, focus groups, cost-benefit analyses, that will be used.
- The **primary data** that will be evaluated and the sources of the data.
- The methods that will be used to ensure the **completeness, accuracy, and reliability** of the data analyzed in the project.
- Any external and internal **benchmarks/standards** that will be used.
- Any **statistical analyses** and analytical tools, such as Excel, SPSS and SAS, that will be used.
- The methods that will be used to receive and incorporate **feedback** regarding the information in project deliverables, including statements, exhibits, conclusions, and findings.
- Applicable industry best practices that will be used to conduct the review.

#### **Required Work Plan**

In this portion of the Reply, the Contractor must describe the work that will be performed to gather and analyze information for the project. The Work Plan must describe the progression of project work and project milestones, including an estimate of the hours to be allocated to the various deliverables. The Work Plan should be consistent with Contractor's proposed team structure, anticipated roles, and project assignments described in response to Section VII.

This portion of the Reply must, at a minimum, include the items below.

- A detailed, well-edited description of all **major tasks** (e.g., interviews, data analyses, etc.) that will be undertaken to address the research issues described in the Project Scope, the dates and duration of any planned site visits, and the relationship of the tasks to the completion of required deliverables.
- The **individual(s) assigned** to each task.
- The **start and completion dates** for each task.

#### **IX. Financial Reply (Appendix G)**

In this portion of the Reply, the Contractor must provide the total cost of the project. The cost submitted must be fixed and all-inclusive for meeting the requirements of this project and completing all services described in the Contractor's Reply. The Florida Legislature will not pay for travel costs.

The Contractor must utilize the Financial Reply Form included in Appendix G. The Contractor must complete each field of the Financial Reply Form, Appendix G. (The Contractor may use electronic means to complete the form.)

#### **X. Certification of Minimum Requirements (Appendix G)**

**Appendix A  
Information Cover Sheet**

**OFFICE OF PROGRAM POLICY ANALYSIS  
AND GOVERNMENT ACCOUNTABILITY  
State of Florida Legislature**

*Mosquito District Performance Review  
<OPXXXX>*

**Company (Contractor) Name:**

Company Type (Corporation, LLC, etc.):

Principal Address:

City:

State:

Zip Code:

FEID No.:

Website URL:

**Contract Manager:**

Contract Manager Address:

City:

State:

Zip Code:

Email Address:

Telephone No.:

**Legal Notice Contact Name:**

Address:

City:

State:

Zip Code:

Email Address:

Telephone No.:

**CONTRACTOR AGREES TO THE TERMS OF CONTRACT <OPXXX> THROUGH  
SUBMISSION OF THIS PROPOSAL AND SIGNATURE BELOW**

**Authorized Representative:** \_\_\_\_\_  
(Owner or Authorized Corporate Officer/Title)

Signature (Manual): \_\_\_\_\_  
(Owner or Authorized Corporate Officer)

**Appendix B**  
**Warranties Certifications**

- The Contractor is registered to do business in the State of Florida.
- The Contractor or any other organization associated with the Reply is not currently under suspension or debarment by the State or any other governmental authority.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this Reply are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state, or local government transaction or public contract; 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.
- To the best knowledge of the person signing the Reply, the Contractor, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Printed or Typed Name \_\_\_\_\_

**Appendix C**  
**Non-Collusion Statement**

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Reply for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Reply and certify that I am authorized to sign this document for the organization and that the organization is in compliance with all requirements of this Reply including, but not limited to, certification requirements.

Organization: \_\_\_\_\_

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

(Authorized Officer)

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

(Printed or typed name)

**Appendix D**  
**Disclosure Information**

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent or lobbyist who is/was a current or former member, officer or employee of the Florida Legislature or any of its units and was, is, or will be significantly involved in preparing or approving the services in this proposed contract, representing the interests of the organization regarding this proposed contract, or doing the work covered under this proposed contract.

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

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

That the following identified current or former member or employee of the Florida Legislature owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

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

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

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

If none, check here \_\_\_\_\_

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Name of Contractor: \_\_\_\_\_

Name of Corporate Office: \_\_\_\_\_

Signature of Corporate Officer: \_\_\_\_\_

Title or Position: \_\_\_\_\_

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

**Appendix E**  
**Conflicts Information**

List all personal or contractual relationships that exist or have existed within the last five (5) years, between the Contractor, subcontractors, and their predecessor organizations, with **mosquito districts** in the **State of Florida**:

If none, check here \_\_\_\_\_

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Name of Contractor: \_\_\_\_\_

Name of Corporate Office: \_\_\_\_\_

Signature of Corporate Officer: \_\_\_\_\_

Title or Position: \_\_\_\_\_

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

**Appendix F  
References**

*Do not list OPPAGA as a reference*

**Client 1:** \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

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

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

Type and Duration of Service: \_\_\_\_\_

Dates of Services: \_\_\_\_\_

**Client 2:** \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

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

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

Type and Duration of Service: \_\_\_\_\_

Dates of Services: \_\_\_\_\_

**Client 3:** \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

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

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

Type and Duration of Service: \_\_\_\_\_

Dates of Services: \_\_\_\_\_

Contractor: \_\_\_\_\_

**FINANCIAL REPLY**

For all individuals that will perform work, provide below the name of the individual, job title, role on the project, and estimated hours devoted to the project.

Name	Job Title	Project Role	Tasks & Subtasks	Hours
<b>TOTAL HOURS</b>				

**TOTAL PROJECT COST (EXCLUDING OPTIONAL BRIEFINGS AND PRESENTATIONS)**

DELIVERABLE	DESCRIPTION	FIXED COST %	INVOICE AMOUNT
Deliverable #2	Preliminary Messages	<b>25%</b>	
Deliverable #3	Draft Reports	<b>25%</b>	
Deliverable #5	Final Reports	<b>50%</b>	
<b>DELIVERABLE-BASED FIXED COST</b>			

**OPTIONAL DELIVERABLES**

<b>OPTIONAL TELEPHONIC BRIEFINGS-DELIVERABLE #6(a)</b>	
Cost per briefing	\$
<b>TOTAL NOT TO EXCEED COST (4 Briefings)</b>	
<b>OPTIONAL PRESENTATIONS-DELIVERABLE #6(b)</b>	
Cost per presentation	\$
<b>TOTAL NOT TO EXCEED COST (2 Presentations)</b>	
<b>TOTAL NOT TO EXCEED COST OF ALL OPTIONAL DELIVERABLES</b>	

<b>MAXIMUM TOTAL</b>	<b>\$</b>
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**Appendix H**  
**Certification of Minimum Requirements**

**The Contractor must complete** the certification by putting an "X" in the appropriate box.

Minimum Requirements	Yes	No
Contractor has at least 5 years of experience conducting comparable reviews of organizations similar in size and function to the mosquito districts		
Contractor agrees to conduct the review in accordance with applicable industry standards		
Contractor has no affiliation with or financial involvement in the reviewed district		

I hereby certify that the entity meets the Minimum Requirements as stated above.

By: \_\_\_\_\_

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

## Contract for Consulting Services

**Contract Number < OP2201, OP2202, OP2203, OP2204, OP2205, OP2206>**

This contract is between the Florida Legislature (Legislature) on behalf of the Office of Program Policy Analysis and Government Accountability (OPPAGA) and **<Company Name>**, a **<state registered>** **<business type: corporation, partnership, LLC, etc.>** registered to do business in Florida, with a principal address of **<address of contractor>** (Contractor). An OPPAGA designee shall act as the Legislature's Contract Manager (LCM).

The purpose of this contract is to acquire the services of an independent consulting firm to fulfill the requirements of **s. 189.0695(3), Florida Statutes**. The Legislature requires a Contractor to conduct a performance review of Florida's mosquito control districts, more fully described in the attached Schedule A, Scope of Work, Schedule B, Deliverables, and Schedule C, Report Structure.

### **1. Contract Documents**

This Contract between the Legislature and the Contractor is comprised of this document and the following documents that are integrated into and made part hereof. If there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this document and the component Schedules and Appendices, the conflicting provisions will be given the following precedence:

1. Contract for Consulting Services and attachments, including
  - i. Appendix I: Florida Legislature Payment Policy, Joint Policies and Procedures of the Presiding Officers
  - ii. Schedule A: Scope of Work
  - iii. Schedule B: Deliverables
  - iv. Schedule C: Report Structure
2. Contractor's submitted quote and proposal dated **<date of contractor's quote>**

### **2. Consultant Services and Deliverables**

The Consultant Services include the services described in Schedule A and deliverables described in Schedule B. The Contractor agrees that the designated members of its proposed team shall continue to be the members on this project team for the duration of this contract, unless the Contractor requests and the LCM approves a substitution of another team member to this contract in writing. The Contractor will designate a Project Manager to act as the project team lead to coordinate with the LCM. The Project Manager for this contract is **<name, title, address, email, phone>**.

### 3. Term

The Contract shall become effective upon execution and shall continue in effect until June 30, 2024, unless terminated, amended, or extended before that date according to the provisions herein.

### 4. Consideration

In consideration of the performance of the services described in this Contract, the Legislature agrees to pay and Contractor agrees to accept a fixed total payment of < \$X > representing the Fixed Cost, except as otherwise provided herein, in full settlement for the work of deliverables 1-6 described in this Contract. This sum shall be payable upon receipt and approval of the deliverables, as described in Schedule B and the schedule below. *The payment schedule below supersedes any payment terms contained in the attachments to this Contract.*

In consideration of the performance of the optional deliverable services performed in this contract, the Legislature agrees to pay and the Contractor agrees to accept a fixed total payment as described in Schedule B and the schedule below. OPPAGA will notify the Contractor in writing whether and how many optional Deliverable 7a and 7b briefings and presentations will be required. Once the optional deliverables are approved in writing and the Contractor has satisfactorily performed the deliverable, the Contractor will submit an invoice for payment in addition to the Fixed Cost described above, in accordance with the schedule below, not to exceed <\$X, in additional costs.>

<b>DELIVERABLE</b>	<b>DESCRIPTION</b>	<b>DUE DATE</b>	<b>INVOICE AMOUNT</b>
Deliverable #2	Preliminary Message	Monday, April 10, 2023	
Deliverable #3	Draft Report and Draft Excel District Profile Data	Monday, June 12, 2023	
Deliverable #5	Final Report and Final Excel District Profile Data	Monday, August 14, 2023	
<b>Deliverable-Based Fixed Cost</b>			
Optional Deliverable #7a	Legislative briefings	No later than June 1, 2024	
Optional Deliverable #7b	Legislative committee presentations	No later than June 1, 2024	
<b>Total Not to Exceed Cost of All Optional Deliverables</b>			
<b>Maximum Total</b>			

### 5. Time is of the Essence

The Parties agree that time is of the essence in the performance and completion of Contractor's duties and obligations hereunder.

## **6. Termination for Convenience**

The Legislature may terminate the Contract, in whole or in part, upon written notice to the Contractor. The Legislature shall reimburse the Contractor for fees and costs actually incurred for authorized services satisfactorily performed prior to the notice of termination.

## **7. Termination for Cause and Remedies of the Legislature**

Any one or more of the following events shall constitute an Event of Default on the part of the Contractor:

- a. Contractor fails to provide the Consultant Services as required under the Contract;
- b. Contractor discontinues the performance of the work required under the contract;
- c. Contractor fails to promptly pay any and all taxes or assessments imposed by and legally due to any state or federal government;
- d. Contractor makes or has made a material misrepresentation or omission in any materials provided to the Legislature;
- e. Contractor commits any material breach of the Contract; or
- f. Contractor refuses to allow public access to all documents, papers, letters, or other material after a determination by OPPAGA that certain records are public record, pursuant to section 25 contained herein.

Upon the occurrence of an Event of Default on the part of the Contractor, the Legislature is entitled to one or more of the following remedies:

- a. Equitable Relief.
- b. Monetary Damages (including any re-procurement costs).
- c. Termination of Contract.

## **8. Choice of Law and Venue**

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

## **9. Availability of Funds**

The performance of the Contract shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for the purpose of the services specified.

## **10. Payment Terms**

Payment will be made after receipt of a correct invoice from the Contractor and approval by the Legislature in accordance to Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers, attached hereto and incorporated herein as Appendix I. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will not be presented for any Deliverable until the Contractor completes all terms of the Deliverable for each district and receives the written approval of the Deliverable by the LCM.

Acceptance of Deliverables will be dependent upon Contractor’s demonstration that the Contractor has incorporated the LCM’s comments and edits through resubmission of the Deliverable to the LCM and written approval of the Deliverable by the LCM. Deliverable resubmissions are due to the LCM within 48 hours of receiving the LCM’s comments and edits.

OPPAGA shall be billed upon completion and written acceptance by the LCM of the Deliverables below, as identified in Schedule B.

DELIVERABLE	PAYMENT AMOUNT
#2 Preliminary Messages Document	25% fixed cost
#3 Draft Report and Draft Excel District Profile Data	25% fixed cost
#5 Final Report and Final Excel District Profile Data	50% fixed cost

### 11. Florida Substitute Form W-9

A completed Substitute Form W-9 is required from Contractors doing business with the State of Florida. The Contractor must register as a vendor with the State of Florida, Department of Financial Services. The registration and requirements for registering and submitting electronically a Substitute Form W-9 are available at: <http://flvendor.myfloridacfo.com>.

### 12. Project Timeline

Deliverables must be provided separately for each district under review, one deliverable for each district – no later than 9:00 a.m. Eastern Time on these dates below:

DATE	DELIVERABLE
Within 7 days of contract execution	#1 Project Commencement
April 10, 2023	#2 Preliminary Message Document
June 12, 2023	#3 Draft Report and Draft Excel District Profile Data
July 24, 2023	#4 Transmittal of Draft Report and Draft Excel District Profile Data to District
August 14, 2023	#5 Final Report to LCM and Final Excel District Profile Data
Biweekly from Project Commencement as agreed by Contractor and LCM	#6 Routine Updates

### 13. Performance Guarantee

The Parties agree that time is of the essence in the performance of services in this Contract. Any delay in the performance of the Deliverables as contained in the Contract can have a negative impact on the activities and functions of the Legislature. The Contractor acknowledges that untimely performance will damage the Legislature but by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require

lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interest to agree upon a reasonable amount of damages that are not intended to be a penalty but are solely intended to compensate for unknown and unascertainable damages and serve as a guarantee of the performance by the Contractor. The LCM may waive the payment of any performance guarantee.

- If the Contractor fails to submit a **Deliverable** by **the specified date in Schedule B**, or submits a Deliverable deemed incomplete by the LCM, it shall pay **\$1,000** for every calendar day until the Deliverable is acknowledged as received by the LCM. Any Deliverable received after **9:00 a.m. Eastern Time** on the Deliverable due date will be considered late unless an alternate Deliverable schedule was previously agreed upon in writing by the LCM and the Contractor.
- If the Contractor fails to submit a Deliverable resubmission within 48 hours of receiving the LCM's comments and edits in accordance with paragraph 10, it shall pay \$1,000 for every calendar day until the Deliverable is resubmitted unless an alternative Deliverable resubmission schedule was agreed upon in writing.

Notwithstanding anything to the contrary, the Contractor will not be assessed any performance guarantee to the extent any such delays in the above-noted Deliverables is due to the acts or omissions of the Legislature or Force Majeure, which includes natural disasters like hurricanes, floods, or other "acts of God," war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, curtailment of transportation facilities preventing or delaying travel, or other emergency beyond the parties' control.

#### **14. Insurance**

The Contractor shall not commence any work in connection with this Contract until it has obtained all of the appropriate insurance coverage to adequately protect the Legislature from any and all liability and property damage hazards which may result from the performance of the Contract, including errors and omissions insurance for the willful or negligent acts or omissions of any officers, employees, or agents of the Contractor. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Legislature shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance. Upon request, the Contractor shall furnish the Legislature an insurance certificate demonstrating that all of the appropriate coverages are fully in effect.

#### **15. Indemnification**

The Legislature intends that the Contractor be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Legislature and its officers, agents, and employees from suits, actions, damages and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by, but only to the extent attributable to, the Contractor, its agents, employees, partners, or subcontractors to the fullest extent allowed by Florida law.

## **16. Limitation of Liability**

Neither the Legislature nor the Contractor is liable to each other for special, indirect, punitive, or consequential damages, even if the party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Legislature may, in addition to other remedies available to it at law or in equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against it. The Legislature may set off any liability or other obligation of the Contractor under any contract with the Legislature.

## **17. Subcontractors or Third Party Contractors**

This Contract was premised upon the evaluation and the reliance of the Florida Legislature on the Contractor, its proposed staffing and expertise for this Contract, including its subcontractors, through a competitive solicitation process. Therefore, this Contract, or any portion thereof, shall not be assigned or further subcontracted without the prior written approval of the Florida LCM. However, no subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract, and despite any such subcontract, the Florida Legislature shall conduct its business through the Contractor, who shall retain the legal responsibility for performing the Contractor's obligations, including payments to its subcontractors.

## **18. Representations**

Contractor understands that any misstatements or lack of candor by Contractor about the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of Contractor's services by the Legislature. Contractor represents further that it has had the opportunity to seek counsel and is not under duress from the Legislature or any other person.

## **19. Taxes**

The Legislature does not pay any state or federal taxes and all fees are exclusive of any taxes.

## **20. Waivers**

The Legislature shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Legislature. No delay or omission on the part of the Legislature in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

## **21. Prohibition Against Assignment**

This Contract may not be assigned by the Contractor, in whole or in part, except by prior written authorization by the LCM.

## 22. Warranties

The Contractor warrants that it is qualified and possesses the requisite skills, knowledge, experience, and necessary staff to provide the services as stated in this Contract. The Contractor shall devote such time and effort to the performance of the services as may be necessary to satisfactorily complete the Services as authorized herein. The Contractor agrees that its performance of any other services during the Contract Term will not interfere with the faithful and timely performance of this Contract.

The Contractor warrants that, to the best of its knowledge, 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 the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to s. 287.133, *Florida Statutes*, or on any other similar list maintained by another state or the federal government. The Contractor shall immediately notify the Legislature in writing if its ability to perform is compromised in any manner during the term of the Contract.

The Contractor warrants that the Services will be provided in a professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care. The Contractor warrants that it shall use reasonable endeavors to maintain continuity in its staff engaged to provide the Services. The Contractor will use all reasonable endeavors to ensure that the Services will be free from harmful programming, scripts, virus, spyware, backdoors, or other deleterious components. The Contractor shall work with and cooperate with the Legislature's personnel and contractors.

## 23. Notices

All legal or other notices and other communications required or permitted to be given under this Contract, other than routine operational communications, must be in writing and must be hand delivered, mailed via U.S. mail or express overnight courier with a reliable system for tracking delivery, or sent via confirmed facsimile or electronic mail, addressed to the respective parties as follows:

To Legislature: OPPAGA, Coordinator  
P.O. Box 1475  
Tallahassee, FL 32399-1475

OPPAGA Contract Manager for Special District Performance Reviews  
P.O. Box 1475  
Tallahassee, FL 32399-1475

OPPAGA, General Counsel  
P.O. Box 1475  
Tallahassee, FL 32399-1475

To Contractor: < **Legal Notices Designee for Contractor** >  
< **Email Address** >

The effective date of any notice under this Contract shall be the date of delivery or refusal of such notice, and not the date of mailing.

#### **24. Contract Manager**

The Contract Manager on behalf of the Legislature is <XXXX, Staff Director, XXXXX@oppaga.fl.gov>, 111 W. Madison Street, Suite 312, P.O. Box 1475 Tallahassee, FL 32399-1475. The Contract Manager on behalf of the Contractor is <contractor name, title, and mailing address and email address>. All written and verbal approvals referenced in the Contract must be obtained from the parties' contract managers or their designees, and all notices must be given to the parties' contract manager.

#### **25. Working Papers and Public Records**

All records made or received by the Contractor as working papers in conjunction with this Contract shall become the property of the Florida Legislature, OPPAGA. OPPAGA may direct the Contractor to return sensitive documents to the document owner.

Other records may be public records available for inspection by the public in accordance with the provisions of s. 24, Article I of the Florida Constitution, and s. 11.0431, *Florida Statutes*. Pursuant to s. 11.51(4), *Florida Statutes*, OPPAGA work papers are exempt from s. 24(a), Article I of the Florida Constitution. If the Contractor receives a request for public records, the Contractor shall immediately notify the LCM of the request and shall coordinate with the LCM. However, in order to assure that records subject to any exemption are not disclosed, the Contractor shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the LCM.

#### **26. Other Conditions**

Contractor shall not publish, release, or present to any third party any information, findings, or recommendations concerning work done or information gained under this Contract without approval by the Florida Legislature through its Contract Managers. All contacts by media concerning work done or information gained under this Contract shall be referred to the LCM for response.

#### **27. Entire Contract**

This Contract constitutes the, entire understanding of the parties to it and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be changed except in writing by the signature of both parties. However, reasonable changes to the deliverables due dates may occur upon written request and justification by the Contractor and written approval by the LCM.

#### **28. Execution in Counterparts**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a

signature page to the Contract by e-mail, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

Executed at Tallahassee, Florida, on the dates shown below.

**The Florida Legislature:**

**The Florida Senate:**

By: \_\_\_\_\_

Wilton Simpson, President

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

**The Florida House of Representatives:**

By: \_\_\_\_\_

Chris Sprowls, Speaker

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

**Contractor:**

\_\_\_\_\_

By: \_\_\_\_\_

(Print Name)

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

(Print title)

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

## APPENDIX I

### Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers

#### 3.5 INVOICE PROCESSING PROCEDURE

The Finance & Accounting Office will perform the following actions on each invoice:

- (1) Audit each invoice, including any duplicate invoices, for compliance with the contractual agreement or purchase order and mathematical accuracy, and determine if the payment is properly authorized or not previously paid;
- (2) Record information into the State's accounting system; and
- (3) Maintain voucher files with supporting documentation, files of unpaid purchase orders, and other files as necessary to maintain adequate accounting control and documentation.

##### 3.5.1 INVOICE PROCESSING TIME LIMITS

- (1) A voucher authorizing payment of an invoice submitted to a unit of the Legislature will be filed with the Department of Financial Services (DFS) no later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher will contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services will take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by DFS because of an error, it will nevertheless be deemed timely filed. For the purposes of determining the receipt of invoice date, the Legislature is deemed to receive an invoice on the date on which a proper invoice is first received in the Finance & Accounting Office. The Legislature is deemed to receive an invoice on the date the invoice was postmarked if the Finance & Accounting Office failed to annotate the invoice with the date of receipt at the time it actually received the invoice.
- (2) The Finance & Accounting Office will keep a record of the date of receipt of the invoice; dates of receipt, inspection, and approval of the goods or services; date of the voucher; and date of issuance of the warrant in payment thereof.
- (3) The Legislature may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the legislative unit. Provisions of this section will apply to partial payments in the same manner as they apply to full payments.
- (4) Travel and other reimbursements to state officers and employees will be the same as payments to vendors pursuant to this section.

**Schedule A**  
**Scope of Work**

During the review, the Contractor must complete the tasks outlined below under Research Tasks. The proposal must include a plan of work for completing these tasks.

**Statutory charge:** Section [189.0695](#), *Florida Statutes*, provides that OPPAGA may contract for the review of 15 specified independent mosquito control special districts and district programs, activities, and functions. The 15 districts are divided into six groups based primarily on geographic proximity to one another. It is anticipated that OPPAGA will execute a separate contract for each group. The groups and districts are as follows:

<b>Group</b>	<b>District Name</b>	<b>County</b>
1	Beach Mosquito Control District	Bay
	South Walton County Mosquito Control District	Walton
2	Amelia Island Mosquito Control District	Nassau
	Anastasia Mosquito Control District of St. Johns County	St. Johns
	East Flagler Mosquito Control District	Flagler
3	Citrus County Mosquito Control District	Citrus
	Manatee County Mosquito Control District	Manatee
	Pasco County Mosquito Control District	Pasco
4	Buckhead Ridge Mosquito Control District	Glades
	Indian River Mosquito Control District	Indian River
	Moore Haven Mosquito Control District	Glades
5	Fort Myers Beach Mosquito Control District	Lee
	Lee County Mosquito Control District	Lee
6	Collier Mosquito Control District	Collier
	Florida Keys Mosquito Control District	Monroe

At a minimum, fieldwork must include interviews with program administrators, review of relevant documentation, and other applicable methods as needed to soundly document and clearly and credibly communicate findings and recommendations related to each of the issues described in tasks 1 through 6.3.4 below.

**State-level sources of special district information**

- Special District Accountability Program Database: <http://specialdistrictreports.floridajobs.org/webreports/criteria.aspx>
- Florida Department of Financial Services Local Government Financial Reporting Database: <https://apps.fldfs.com/localgov/reports/>
- Florida Department of Revenue Data Portal, County Overview Excel File – Statewide Property Value: <https://floridarevenue.com/property/Pages/DataPortal.aspx>.

## **Definitions of critical terms used in Research Tasks and Conclusions and Recommendations**

**Activity:** A unit of work that has identifiable starting and ending points, consumes resources, and produces outputs.

**Economical:** The administration of a district program or activity is economical when it minimizes the costs of resources used in performing its functions while meeting timeliness and quality considerations for those resources. When analyzing economy, the primary focus is the costs of inputs rather than the outcomes achieved.

**Effectiveness:** The administration of a district program or activity is effective when it achieves the intended results. A performance review that focuses on the effectiveness of a program or activity seeks to establish a cause-and-effect relationship between the operation of the program or activity and achieving its stated objectives. Achieving the objectives does not guarantee that the program or activity was effective unless the reviewer can establish that the program or activity caused, or contributed to, the desired outcome.

**Efficiency:** The administration of a district program or activity is efficient when it derives the most value from available resources. When a performance review focuses on efficiency, reviewers examine whether the resources used to administer a program or activity have been put to optimal or satisfactory use or whether the same or similar results could have been achieved more timely or with fewer resources.

**Goal:** Long-term ends toward which programs and services are ultimately directed. Goals specify where the district desires to be in the future. They are client-focused and address the primary external and internal issues facing the district by stating policy intentions. Goals, whether formal or informal, are broad, issue-oriented statements that reflect the realistic priorities of the district.

**Objective:** District objectives are specific, measurable, intermediate ends that are achievable and mark progress toward achieving an associated goal. They are clear targets for specific action and mark quantifiable interim steps toward reaching an associated goal. Objectives, whether formal or informal, are statements of intent and emphasize the results of organization actions at the end of a specific time period. The development of objectives aids decision-making and accountability by focusing on outcomes. A district may have more than one objective per goal.

**Performance Measure:** A quantitative or qualitative indicator used to assess district performance.

**Performance Standard:** The level of performance related to a measure.

**Program:** A set of services and activities undertaken in accordance with a plan of action organized to realize identifiable goals and objectives.

**Purpose:** The result or effect that is intended or desired from a program's operation.

**Similar:** Having characteristics in common, alike in substance or essentials.

## Research Tasks

1. **Background and descriptive data for the district.** Tasks related to the examination of this issue must include, but are not limited to, the following for each mosquito control district (district) identified in this contract.
  - 1.1. The Contractor will provide data on the district's service area (i.e., the areas within the district's boundaries) to include:
    - 1.1.1. Size (square mileage) of the district
    - 1.1.2. Map of the district, that includes marked boundaries for counties and municipalities that are within and that overlap the district's boundaries
    - 1.1.3. Population based, as applicable, on: a) July 1, 2022, population estimates from the United States Census Bureau (USCB) for a county or city, the entirety of which is included within the district boundaries; and b) 2020 census tract, block group, or block data from the USCB, as necessary, for a district with boundaries that include portions of a county or city
    - 1.1.4. Identification of district characteristics, such as demographic, environmental, and geographic factors, that impact the types of mosquito control services needed in the district with a description of the impact that each characteristic has on that need
    - 1.1.5. For real property that is subject to the millage levied by the district, the number of parcels, total just value of such parcels, and total taxable value of such parcels for the current tax year and three prior tax years, as determined by the relevant county property appraiser
    - 1.1.6. For tangible personal property that is subject to the millage levied by the district, the number of tangible personal property accounts, the total just value of those accounts, and the total taxable value of those accounts for the current tax year and three prior tax years, as determined by the relevant county property appraiser
  - 1.2. The Contractor will provide data on the district's creation, governance, and responsibilities to include:
    - 1.2.1. A history of the district's creation and governance including the initial effective date of the district, citation to the legal authority initially creating the district (e.g., a special act of the Florida Legislature or a local ordinance), a timeline for and description of substantive changes to that legal authority since its enactment, and a description of and an electronic link to, or an electronic copy of, the current legal authority governing the district
    - 1.2.2. For the current district board of commissioners (board), identification of the qualifications required to be a commissioner; the number of commissioners; the fill/vacancy rate for the board; and the duties of the commissioners
    - 1.2.3. Assessment of whether the board's current composition is in accordance with s. [388.101](#), *Florida Statutes*, and other legal authority governing the board
    - 1.2.4. Assessment of whether the commissioners have met during the current fiscal year (Fiscal Year 2023: 10/1/2022 – 9/30/2023) and the previous three fiscal years in accordance with ss. [189.015](#) and [388.151](#), *Florida Statutes*, and other legal authority governing the district

- 1.2.5. Summary of applicable federal and state statutes, federal regulations, Florida Administrative Code rules, and local regulations or laws related to district governance and operations
- 1.3. The Contractor will provide data (to include means, methods, frequency, and purpose of coordination and communication) for the following governmental entities with which the district interacts:
  - 1.3.1. Federal and state agencies
  - 1.3.2. Counties
  - 1.3.3. Municipalities
- 1.4. The Contractor will provide data on the district's resources for Fiscal Year 2022 (10/1/2021 – 9/30/2022) to include:
  - 1.4.1. Millage rates
  - 1.4.2. Current revenues and most recent fiscal year's expenditures
  - 1.4.3. Number of paid staff
  - 1.4.4. Major equipment and facilities owned, leased, and/or rented
2. **District's purpose, goals, and objectives.** The Contractor's examination of these issues must include, but is not limited to, addressing the following research tasks and answering the specified research questions listed under each task.
  - 2.1. Examination of the district's purpose(s), goal(s) and district programs and activities, including:
    - 2.1.1. What is/are the district purpose(s) in the charter or other legal authority establishing the district?
    - 2.1.2. What is/are the district goal(s) in the charter or other legal authority establishing the district?
    - 2.1.3. For each district program and activity, what is/are the
      - goal(s)?
      - objective(s)?
      - problem(s) or need(s) that the program or activity was designed to address?
      - expected benefits?
      - performance measures and standards used by the district to determine if the program or activity achieves the district's goals and objectives?
  - 2.2. Methodology. The Contractor will answer the research questions specified in section 2.1 using, at minimum, the following methods:
    - 2.2.1. Request and review the district's charter
    - 2.2.2. Request and review the district's strategic plan and the last three years of annual reports, if available
    - 2.2.3. Request and review previous performance reviews and/or audits
    - 2.2.4. Request information from the district on its goals, objectives, expected benefits, and performance measures and standards for each program and activity

3. **How well is the district performing relative to goals and objectives?** The Contractor's examination of this issue must include, but is not limited to, addressing the following research tasks and answering the specified research questions listed under each task.
  - 3.1. Assessment of the extent to which the district's goals and objectives have been achieved, including whether the goals and objectives are clearly stated, are measurable, adequately address the statutory purpose of the district, provide sufficient direction for the district's programs and activities, and may be achieved within the district's adopted budget
    - 3.1.1. Are district goals and objectives clearly stated and measurable? If not, why not?
    - 3.1.2. Do district goals and objectives adequately address the district's statutory purpose? If not, why not?
    - 3.1.3. Do district goals and objectives provide sufficient direction for programs and activities? If not, why not?
    - 3.1.4. Can district goals and objectives be achieved within its adopted budget? If not, why not?
    - 3.1.5. To what extent have district goals and objectives been achieved?
    - 3.1.6. If the district is making progress toward achieving its goals and objectives, what are the contributing factors?
    - 3.1.7. If the district is failing to achieve goals, objectives, and/or performance standards, what are the contributing factors?
    - 3.1.8. What plans does the district have to prevent a future failure to achieve goals, objectives, and/or performance standards, if applicable?
  - 3.2. Assessment of performance measures and standards for the district's programs and activities using data from the current fiscal year (Fiscal Year 2023: 10/1/2022 – 9/30/2023) and the previous three fiscal years
    - 3.2.1. Are any of the previous three fiscal years' performance measures and standards different than those for the current fiscal year? If yes, answer the questions in 3.2.2 and 3.2.3 for the different measures.
    - 3.2.2. Are the current fiscal year performance measures and different performance measures in the previous three fiscal years relevant to the district's programs and activities, useful, and sufficient to evaluate costs? If not, why not?
    - 3.2.3. Are the current year performance standards and different performance standards in the previous three fiscal years relevant to the performance measures, useful, and sufficient to evaluate costs? If not, why not?
  - 3.3. Are the current and three previous years' performance standards being met? If not, why not? What are the factors contributing to failure to meet current performance standards, if applicable?
    - 3.3.1. Should the current year performance measures and standards be revised? If so, why and how?
  - 3.4. How do other government agencies, internal staff, and/or local residents perceive the district's performance?

- 3.5. Methodology. The Contractor will answer the research questions specified in sections 3.1 – 3.4 using, at minimum, the following methods:
- 3.5.1. Obtain copies of measurements of district goal and objective achievement (performance measures and standards) and records of current and previous three fiscal years' measures, standards, and records of success or failure to meet the standards; evaluate the district's actual performance in meeting its goals and objectives
  - 3.5.2. Assess whether performance measures and standards:
    - 3.5.2.1. Are relevant, useful, and sufficient to evaluate the performance and costs of the programs and activities
    - 3.5.2.2. Are being met
    - 3.5.2.3. Need to be revised
  - 3.5.3. Request and review previous performance reviews/audits
  - 3.5.4. Request district assessments of why (if applicable) the district failed to meet performance measures and standards and/or goals and objectives
  - 3.5.5. Request information from the district on actions taken to address and prevent such failures in the future
  - 3.5.6. Interview district staff and relevant local government entities about district performance and request, if available, the results of district-generated resident feedback surveys conducted during the current and previous three fiscal years

4. **How well does the district manage its resources?** The Contractor's examination of this issue must include, but is not limited to, addressing the following research tasks and answering the specified research questions listed under each task.

- 4.1. Determination of the revenues by source and expenditures of district programs and activities, using data from the current fiscal year (Fiscal Year 2023: 10/1/2022 – 9/30/2023) and the previous three fiscal years.
  - 4.1.1. What are the categories and amounts of administrative costs? For purposes of Schedules A and B, the term "administrative costs" means expenditures to support the operation of the district that are not directly related to a district program or activity. Such expenditures include, but are not limited to, salaries for staff who do not actively engage in district programs or activities and expenditures for bookkeeping, financial reporting, audits, office supplies, and data programming and processing that are not directly related to a district program or activity.
  - 4.1.2. What are the categories and amounts of direct program and activity costs – i.e., expenses tied to implementing the district's services?
  - 4.1.3. What are trends in revenues for the current and three prior fiscal years and how sustainable are the district's revenue streams?
  - 4.1.4. What are trends in expenditures for the current and three prior fiscal years and major categories of expenditures?
  - 4.1.5. What are the implications of revenue and expenditure trends, if any?
  - 4.1.6. What steps, if any, has the district taken within the last three years to reduce costs?

- 4.1.7. For what services has the district contracted and at what total costs over the current and prior three fiscal years?
- 4.2. Identify the total number and type of staff (volunteer/paid, contractor/in-house) for the current and three previous fiscal years
  - 4.2.1. What staffing trends are observable for the current and three prior fiscal years?
    - 4.2.1.1. Include data such as salary costs and historic fill, vacancy, and turnover rates
    - 4.2.1.2. Include data on contracted Full-Time Equivalent (FTE) employees
  - 4.2.2. Are the number and types of staff meeting the district's needs?
- 4.3. Identify the district's equipment and facilities purchases for the current and three previous fiscal years
  - 4.3.1. What are trends in the number and types of vehicles/major equipment owned or leased by the district for the current and three prior fiscal years and is the current level and current condition of these vehicles/major equipment meeting the district's needs?
  - 4.3.2. How many and what type of facilities does the district own or lease and do the current number, location, and condition of these facilities meet the district's needs?
- 4.4. Identify the district's strategic or other future plans (e.g., proposed budgets)
  - 4.4.1. What steps has the district taken to plan for its future?
  - 4.4.2. What is known about district planning for the future that would affect performance and costs, e.g., future service changes, growth, FTE, equipment, acquisition, and construction?
- 4.5. Review previous performance review and financial audit findings and, if available, review the results of resident feedback surveys conducted during the current and previous three fiscal years
  - 4.5.1. What is the financial position of the district?
    - 4.5.1.1. Is the district covering costs or running a deficit?
    - 4.5.1.2. What do audit findings suggest about stability and accountability?
    - 4.5.1.3. How do leadership (staff, board) and residents perceive its stability?
- 4.6. Methodology. The Contractor will answer the research questions specified in sections 4.1 – 4.5 using, at minimum, the following methods:
  - 4.6.1. Analyze revenue sources
  - 4.6.2. Analyze revenue trends and expenditure trends and causes of trends
  - 4.6.3. Analyze staffing trends and causes of trends
  - 4.6.4. Analyze equipment inventory/capital investment trends
  - 4.6.5. Describe activities the district conducts to manage costs and personnel planning
  - 4.6.6. Analyze the results of district-generated resident feedback survey data, if available, related to finances and spending by the district

4.6.7. Review/analyze performance reviews and audits (see also 2.2.3)

4.6.8. Interview an appropriate sample of district leaders, e.g., staff and board members

**5. How does the district deliver services and are other similar services available in the district's service area?** The Contractor's examination of these issues must include, but is not limited to, addressing the following research tasks and answering the specified research questions listed under each task.

5.1. Review the delivery of services by the district, including alternative methods of providing those services that would reduce costs and improve performance and determine whether revisions to the organization or administration would improve the efficiency, effectiveness, or economical operation of the district; also, determine whether the district conducts activities outside the scope of its charter or purposes as outlined in applicable federal and state statutes, federal regulations, Florida Administrative Code rules, and local regulations or laws related to district governance and operations.

5.1.1. What is/are the service(s) delivered by the district?

5.1.2. Is/are there alternate method(s) to deliver services at reduced costs? If so, what alternate method(s) and how would it/they reduce costs?

5.1.3. Is/are there alternate method(s) to deliver services to improve performance or efficiency? If so, what alternate method(s) and how would it/they improve performance?

5.2. Conduct a comparison of similar services provided by the county and municipal governments located wholly or partially within the district's boundaries, including similarities and differences in service area boundaries, services, relative costs and efficiencies, and possible service consolidations

5.2.1. Are similar or related services provided by the county or municipal governments and, if so, what are they and how much are these local government entities spending on these activities

5.2.2. Are the county or municipal governments providing services more efficiently and, if so, by what mechanisms are they doing so? (Compare relative costs and known operational efficiencies of similar services provided by the county or municipal governments.)

5.2.3. Whether the district is or is not the more efficient entity? Do any relative cost and operational efficiencies warrant consideration of possible service consolidations with the county or municipal governments? If so, what consolidations?

5.3. Methodology. The Contractor will answer the research questions specified in sections 5.1 – 5.2 using, at minimum, the following methods:

5.3.1. Request a map of the district's service area boundaries and a list of all counties and municipalities in the service area to determine the overlap with those counties and municipalities.

5.3.2. Request a list of counties and municipalities outside the service area that the district also assists (if any)

5.3.3. Request a list of services provided by the district for the last three fiscal years that includes the extent of services provided (e.g., number and type of service requests

from the public, number of larvicide application events completed, and square acreage or mileage of areas treated) to determine the extent of overlap with other counties and municipalities.

- 5.3.4. Request information on coordination, notably, formal or informal agreements that currently exist between the district and county or municipalities relating to the provision of mosquito control services
- 5.3.5. Request information or conduct interviews with the district and other local governments about similar services provided and cost of services
- 5.3.6. Compare similarities and differences between services provided by the district and other entities
- 5.3.7. Request data on services delivered by district staff vs third-party contractors for the last three fiscal years including number of contracts, services provided, and dollar value
- 5.3.8. Request analyses or reports on outsourcing that was considered but not implemented
- 5.3.9. Assess district studies or evaluations of alternative service delivery methods including consolidation of services with other government entities
- 5.3.10. Request documentation of unique contributions from the district relative to the county or municipalities.
- 5.3.11. Interview local stakeholders on their perceptions of the relative value of the district's services; such stakeholders must include, but are not limited to, representatives of the local health departments and of the local government units which address the operations of and capital projects for public parks and recreational spaces in the district.

6. **Recommendations.** The Contractor's development of recommendations must include, but is not limited, to the following. For each specific recommendation, present the condition/problem, criteria that specifies how an activity or program should operate, and cause of the problem that the recommendation is addressing and an analysis of potential benefits and adverse consequences, detailed in a table. If recommendations are not made, this should be stated and a rationale presented.

- 6.1. What statutory, budgetary, and program changes would improve operations, reduce costs, and reduce duplication?
  - 6.1.1. Statutory recommendations should be posed as options, specifically, "The Legislature could consider..." Statutory recommendations should only be posed if the law presents a particular performance barrier and must include a specific section of statute that would need to be amended.
  - 6.1.2. Budgetary recommendations should be posed as follows "The district could consider..." Subsequent text must describe how cost savings would be achieved and provide an estimate of the savings amount.
  - 6.1.3. Program recommendations should be posed as follows "The special district could consider..." Subsequent text must describe how these changes could be achieved, any efficiencies that would result, and, if applicable, an estimate of related cost savings.

6.2. For each recommendation identified in section 6.1, what are the potential benefits to be achieved and the potential adverse consequences of the proposed changes?

6.3. Methodology. The Contractor will answer the research questions specified in sections 6.1 – 6.2 using, at minimum, the following methods:

6.3.1. Analyze findings by fiscal year to determine if revisions to district organization or administration can improve the efficiency, effectiveness, and/or economical operation of the district? If so, what revisions should the district consider and how would the changes improve operations?

6.3.2. Identify changes that would improve program operations, reduce costs, or reduce duplication

6.3.3. Request district assessments of feasibility, potential benefits, and/or adverse consequences, and other implications of statutory, budgetary or program changes, and assess the district's capacity to implement any of the changes and what support would be needed

6.3.4. Interview and request information from other local government entities (e.g. water management districts) on feasibility, benefits, adverse consequences, and other implications of statutory, budgetary, or program changes

7. **District Profile Data.** The Contractor will submit an Excel spreadsheet in a file separate from the report that contains the following data elements listed in section 7.1 – 7.6 for each district (see attached *EXAMPLE "DISTRICT PROFILE DATA" SPREADSHEET* for additional guidance):

7.1. District Background

7.1.1. Citation of and link(s) to the district's current charter or other legal authority establishing the district (e.g., a special act of the Florida Legislature or a local ordinance), including any amendments to that authority since its enactment so that a full version of the currently applicable charter or other legal authority is provided

7.1.2. Link to the district's website

7.1.3. Email address for the district's point of contact

7.1.4. Address of district headquarters

7.1.5. County or counties in which the district resides

7.1.6. Size of the district in square miles

7.1.7. A link to a map of the district

7.1.8. Brief description of the district's purpose and goals

7.1.9. List of services provided (e.g., habitat removal, the establishment of structural barriers, surveillance, larvacide, adulticide, or education)

7.1.10. List of counties, municipalities, and regional governmental agencies outside the district's service area that the district also assists (if any)

7.2. District Administration and Governance

7.2.1. Number of district board commissioners (board)

7.2.2. Number of current vacancies on the board

7.2.3. Whether the board met at least once per month in Fiscal Year 2022 (10/1/2021 – 9/30/22)

- 7.3. District Revenues – Fiscal Year (FY) 2022 (10/1/2021 – 9/30/22)
  - 7.3.1. Millage rate(s) for Tax Year 2022
  - 7.3.2. For property subject to the millage levied by the district:
    - 7.3.2.1. Number of real property parcels in the district and the taxable value of such parcels for Tax Year 2022
    - 7.3.2.2. Number of tangible personal property accounts in the district and the taxable value of such accounts for Tax Year 2022
  - 7.3.3. Amount of revenue from millage for FY 2022
  - 7.3.4. Amount of revenue from other sources for FY 2022
  - 7.3.5. Total revenue from all sources for FY 2022
  
- 7.4. District Expenditures – FY 2022
  - 7.4.1. Amount of administrative costs for FY 2022
  - 7.4.2. Amount of direct program and activity costs (i.e., expenses tied to implementing the district’s services) for FY 2022
  - 7.4.3. Amount of other expenditures
  - 7.4.4. Amount of long-term debt
  - 7.4.5. Total amount of expenditures for FY 2022
  
- 7.5. District Resources – Current Year
  - 7.5.1. Number of paid, in-house staff
  - 7.5.2. Number of contracted staff
  - 7.5.3. Number of volunteers
  - 7.5.4. Number of major equipment/vehicles owned, leased, and/or rented
  - 7.5.5. Number of facilities owned, leased, and/or rented
  
- 7.6. District Performance Information
  - 7.6.1. Whether the district has performance measures and standards for its programs and activities (yes or no)
  - 7.6.2. For a district that has performance measures and standards, include a link to those measures and standards
  - 7.6.3. For arbovirus,<sup>1</sup> provide the following data for the county or counties in which the district resides for the current calendar year and the three previous calendar years with citation(s) and a link(s) to the source(s) of the data:
    - the total number of arbovirus cases in humans that were acquired in Florida; and
    - if available, the number of human deaths attributable to arbovirus if acquired in Florida for each type of arbovirus

## Site Visits & Interviews

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<sup>1</sup> As used in section 7.6.3, the term “arbovirus” means West Nile virus, eastern equine encephalitis virus, St. Louis encephalitis virus, dengue virus, chikungunya virus, Zika virus, California encephalitis group viruses, and malaria.

The Contractor may propose a plan and tentative site visit schedule for fieldwork that includes one site visit per contract group to a mosquito control district the contractor is reviewing, subject to approval by the LCM.

**EXAMPLE "DISTRICT PROFILE DATA" SPREADSHEET**

This spreadsheet is intended to be an example of how to report the "District Profile Data" required by section 7. of Schedule A, Scope of Work. Black font shows information obtained online for the two district examples (this information should be updated, as appropriate, by the contractor(s) that completes the reviews for these two districts). Red font describes the data to be input or provides outdated or fictionalized information for illustration purposes.

As used in this spreadsheet, the term "Tax Year 2022" means the calendar year starting January 1, 2022, and ending December 31, 2022, and the term "FY 2022" means the Fiscal Year starting October 1, 2021, and ending September 30, 2022.

The information presented in this spreadsheet is current as of \_\_\_\_\_, 2023.

Name of District	Citation(s) and Link(s) to Current District Charter/Legal Authority and Amendments (a full version of the currently applicable charter or other legal authority must be provided)	Link to District's Website	Email Address for the District's Point of Contact	Address of District Headquarters	County or Counties in Which District Resides	Square Mileage of the District	Link to a Map of the District	Description of District's Purpose(s)
Amelia Island Mosquito Control District	<i>[The resolution should be properly cited and a link to the resolution should be added. Also, citations and links should be added for any other legal authority and amendments establishing the district.]</i>	<a href="https://www.aimcd.org/">https://www.aimcd.org/</a>	<a href="mailto:****@aimcd.org">****@aimcd.org</a>	2500 Lynndale Road Fernandina Beach, FL 32035	Nassau County	526 square miles	<a href="https://www.aimcd.org/open">https://www.aimcd.org/open</a>	Controlling and abating mosquitoes within the boundaries of the District  <i>[Paraphrased from district website.]</i>
Florida Keys Mosquito Control District	<a href="#">Charter Ch. 2002-346, L.O.F.</a>  <a href="#">Amendments Ch. 2003-387, L.O.F.</a>  <a href="#">Ch. 2003-388, L.O.F.</a>  <a href="#">Ch. 2018-171, L.O.F.</a>  <a href="#">Ch. 2020-195, L.O.F.</a>	<a href="https://keysmosquito.org/">https://keysmosquito.org/</a>	<a href="mailto:aleal@keysmosquito.org">aleal@keysmosquito.org</a>	18 Aquamarine Drive Key West, FL 33040	Monroe County	3,738 square miles	<i>[Provide link to district map.]</i>	"The abatement and control of mosquitoes and other arthropods within Monroe County is advisable and necessary for the maintenance and improvement of the health, comfort, welfare, and prosperity of the people thereof, and is found and declared to be for public health and other public purposes."  Source: <a href="#">Ch. 2002-346, s. 16, L.O.F.</a>

Description of District's Goals	List of Services Provided by the District	List of Non-District, Local Government Agencies That Are Assisted by the District	Number of District Board Commissioners	Number of Vacancies on District Board of Commissioners	Did the District Board Hold at Least One Meeting Per Month in FY 2022?	Millage Rate(s) for Tax Year 2022	Number of Real Property Parcels Subject to District Millage for Tax Year 2022	Taxable Value of Parcels for Tax Year 2022
<p>Provide a more enjoyable and comfortable living environment through the environmentally responsible and rapid control of mosquitoes in our community.</p> <p>[Paraphrased from district website.]</p>	<p>1. Water management (ditching, diking, elimination of standing water)</p> <p>2. Larvaciding (targeting the mosquito larva)</p> <p>3. Adulticiding (targeting the adult mosquito)</p> <p>4. Public education and positive relations through good customer service and transparency</p> <p>Source: <a href="#">District's website</a></p>	<p>Jacksonville Aviation Authority</p> <p>City of Yulee</p>	3	1	Yes	.1277	a number	a number
<p>[There is no goal statement in the chapter law.]</p>	<p>1. Source Reduction</p> <p>2. Larvaciding</p> <p>3. Adult Surveillance</p> <p>4. Adulticiding</p> <p>5. Community Education</p> <p>Source: <a href="#">District's website</a></p>	None	5	0	Yes	0.4648	a number	a number

[Example of a "no" answer: "No. The board met every month during FY 2022, except for the month of December."]

[Rate above is for Tax Year 2021:  
<https://floridarevenue.com/property/Documents/MillCaPComp21.pdf>.]

Number of Tangible Personal Property Accounts Subject to District Millage for Tax Year 2022	Taxable Value of Accounts for Tax Year 2022	Amount of Revenue from Millage for FY 2022	Amount of Revenue From Other Sources for FY 2022	Total Revenue From All Sources for FY 2022	Amount of Administrative Costs for FY 2022  As used in this document, the term "administrative costs" means expenditures to support the operation of the district that are not directly related to a district program or activity. Such expenditures include, but are not limited to, salaries for staff who do not actively engage in district programs or activities and expenditures for bookkeeping, financial reporting, audits, office supplies, and data programming and processing that are not directly related to a district program or activity.	Amount of Direct Program and Activity Costs for FY 2022	Amount of Other Expenditures
a number	a number	a number	a number	a number	a number	a number	a number

a number      a number

Amount of Long-Term Debt in FY 2022	Total Amount of Expenditures for FY 2022	Number of Paid, In-House Staff in FY 2022	Number of Contracted Staff in FY 2022	Number of Volunteers in FY 2022	Number of Major Equipment/Vehicles Owned, Leased, and/or Rented in FY 2022	Number of Facilities Owned, Leased, or Rented in FY 2022	Does the District Have Performance Measures and Standards?	Link to District Performance Measures and Standards
a number	a number	4 full-time staff 2 part-time staff who work 10 to 20 hours per week	2 full-time staff 1 part-time staff who works 20-30 hours per week	8 part-time volunteers who work less than five hours per month on average	14 owned mosquito control trucks 3 leased mosquito control trucks	2 leased buildings 3 county-owned facilities	No	N/A
a number	a number	10 full-time staff 20 part-time staff who work 10 to 20 hours per week	0	6 part-time volunteers who work less than five hours per month on average	2 owned planes for aerial mosquito spraying 3 leased mosquito control trucks	2 county-owned facilities	Yes	<i>[Insert link.]</i>

**Total Number of Arbovirus Cases in Humans Acquired in Florida and Reported in the District's County or Counties of Residence With Citation(s) and a Link(s) to the Source(s) of the Data**

**Number of Human Deaths Attributable to Arbovirus That Were Reported in the District's County or Counties of Residence for Each Type of Arbovirus With Citation(s) and a Link(s) to the Source(s) of the Data**

As used in this document, the term "arbovirus" means West Nile virus, eastern equine encephalitis virus, St. Louis encephalitis virus, dengue virus, chikungunya virus, Zika virus, California encephalitis group viruses, and malaria.

**Current Calendar Year (CY) 2022:** 0 cases (as of 10/8/22); [Florida Department of Health, Florida Arbovirus Surveillance, Week 40: October 2-8, 2022.](#) **CY 2022:** Not yet available from the Florida Department of Health (FDOH).

**CY 2021:** 0 cases; [Florida Department of Health, Florida Arbovirus Surveillance, Week 52: December 26, 2021-January 1, 2022.](#) **CY 2021:** Not yet available from the FDOH.

**CY 2020:** 0 cases; Florida Department of Health, [Florida Arbovirus Surveillance, Week 53: December 27, 2020-January 2, 2021.](#) **CY 2020:** Not yet available from the FDOH.

**CY 2019:** 0 cases; [Florida Department of Health, Florida Arbovirus Surveillance, Week 52: December 22-28, 2019.](#) **CY 2019:** Not yet available from the FDOH.

*[When this column and column AK are completed by the contractor, the current calendar year will be 2023. The data sources linked above are examples. The district may have other sources of data.]*

**Current Calendar Year (CY) 2022:** 0 cases (as of 10/8/22); [Florida Department of Health, Florida Arbovirus Surveillance, Week 40: October 2-8, 2022.](#) **CY 2022:** Not yet available from the Florida Department of Health (FDOH).

**CY 2021:** 0 cases; [Florida Department of Health, Florida Arbovirus Surveillance, Week 52: December 26, 2021-January 1, 2022.](#) **CY 2021:** Not yet available from the FDOH.

**CY 2020:** 67 cases; [Florida Department of Health, Florida Arbovirus Surveillance, Week 53: December 27, 2020-January 2, 2021.](#) **CY 2020:** Not yet available from the FDOH.

**CY 2019:** 0 cases; [Florida Department of Health, Florida Arbovirus Surveillance, Week 52: December 22-28, 2019.](#) **CY 2019:** Not yet available from the FDOH.

*[When this column and column AK are completed by the contractor, the current calendar year will be 2023. The data sources linked above are examples. The district may have other sources of data.]*

## Schedule B

### Deliverables

#### 1. Deliverables

Deliverables must be provided separately for each district under review. For example, if the Contractor is reviewing two mosquito control districts, the Contractor will provide two of each deliverable – one for each district. Deliverables are subject to LCM feedback, including potential proposed modifications or revisions, possibly in multiple rounds of edits, to the Contractor to ensure that written deliverables meet all contract requirements. Deliverable resubmissions are due to the LCM within 48 hours of receiving the LCM's comments and edits. Deliverables must be provided in Word format, except where this contract requires Excel format.

**Deliverable #1—Project Commencement:** Within **seven business days of contract execution**, the Contractor must make initial contact with each mosquito control district in writing, and make initial contact with the LCM to discuss the project. Contractor shall provide the LCM with copies of the initial written contact with each district.

**Deliverable #2 – Preliminary Messages document:** The Contractor must submit a Preliminary Messages document, which the Project Manager has reviewed and approved, to the LCM no later than 9:00 a.m. Eastern Time, **Monday, April 10, 2023**. The Preliminary Messages document is envisioned as an early draft of the report and Excel spreadsheet addressing district profile data. The report must follow the structure enclosed in Schedule C and include the following:

- A summary or list of interviews, data analyzed, and documents reviewed by the deliverable submission date.
- Potential overall conclusions/message related headers for each of the six major research tasks (1-6) in the Scope of Work (Schedule A). These conclusions must directly answer the research questions presented in the Scope of Work.
- For research task 1, the message document must include summary information addressing the sub-items listed under the research task. For research tasks 2-6, overall conclusions for each task must be presented followed by preliminary findings statements and evidence related to each subtask. Preliminary findings statements should be bulleted text and indicate the evidence source and analysis results in support of the research questions. The preliminary messages document should not include preliminary findings statements for the Methodology sections.
- A list of any additional analyses or interviews yet to be conducted, or information sources that have been requested from the district but are as yet not received that could also have a significant effect on the conclusion as it relates to each research task. (e.g. “analysis of project samples, personnel handbook, external audits”)

**Deliverable #3—Draft Report and Draft Excel District Profile Data:** The Contractor must submit an electronic version of the Draft Report and Draft Excel District Profile Data to the LCM no later than 9:00 a.m. Eastern Time, **Monday, June 12, 2023**.

The Draft Report must include all outcomes, with supporting evidence, related to each of the research tasks (1-6) in the Scope of Work, Schedule A. For each research task, a finding statement must be presented. Each finding statement must provide a clear overall conclusion (positive or negative/adverse) on the program(s) performance related to each of the six research tasks (1 through 6). Narrative below the finding statement must provide the rationale for the finding, including, at a minimum, a thorough, evaluative description of the items identified as subtasks in the Scope of Work under each applicable research task. A findings statement and minimal summary of the details will not meet the requirements of this deliverable.

The Draft Report must include recommendations to address all negative/adverse findings. The condition, criteria, cause, and effect of the problem that is the source of the recommendations should be clearly specified.

The Draft Report should also include all charts, graphs and exhibits that are proposed for inclusion in the Final Report.

The Draft Report also must include an executive summary that clearly and succinctly describes the information included in the report (background information, findings, and recommendations) and be presented in the same order as the report content. The Draft Report and Final Report must not exceed 40 pages in length, including the cover page and table of contents. District comments will not be included in the page count. No appendices will be allowed. Schedule C, Report Structure, provides the order in which the detail should be presented.

The Draft Excel District Profile Data must include all data required in research task 7 in the Scope of Work for each district.

The LCM will provide feedback, including any proposed modifications or revisions, to the Contractor to ensure that the Draft Report and Draft Excel District Profile Data meet the Legislature's needs and all contract requirements.

**Deliverable #4–Transmittal of the Draft Report and Draft Excel District Profile**

**Data to the District:** Once the LCM approves the drafts for feedback by the district, the Contractor will

- provide the drafts to the district, in pdf format, with a draft watermark on every page of the documents no later than 9:00 a.m. Eastern Time, Monday, July 24, 2023;
- solicit feedback from the district on the accuracy and completeness of the key findings and recommendations contained in the Draft Report, and may also negotiate on issues of tone;
- solicit feedback from the district on the accuracy and completeness of the Draft Excel District Profile Data; If the Contractor makes any edits to the Draft Report and Draft Excel District Profile Data based on the district's feedback, once the district and Contractor agree on all edits, the Contractor must resubmit the Draft Report to the LCM for review and approval. .

- Upon receiving written approval of the Draft Report from the LCM, the Contractor must submit the Draft Report and Draft Excel District Profile Data to the district for a written response. At this time, no additional comments or edits may be accepted from the district.

**Deliverable #5—Final Report and Final Excel District Profile Data:** The Contractor must submit an electronic version of the Final Report and Final Excel District Profile Data, which the Project Manager has reviewed and approved, to the LCM no later than 9:00 a.m. Eastern Time, **Monday, August 14, 2023**. The Contractor must include in its Final Report any written response from the special district. The district’s written response, if provided, will not count against the page limit for the report. The LCM must approve any suggested edits to the Final Report based on feedback from the county to address the accuracy and completeness of key findings and recommendations contained in the Draft Report. Upon receiving written final approval of the Final Report and Final Excel District Profile Data from the LCM, the Contractor must submit an electronic version of the Final Report and Final Excel District Profile Data to the district.

**Deliverable #6—Routine Updates:** At a minimum, the Project Manager must provide the LCM with bi-weekly updates on the progress of fieldwork and tentative findings. The Project Manager must attend these meetings but may include other project staff as deemed necessary to provide complete information on the current status of the review. These updates will occur throughout the contract period by telephone or virtual platform such as Skype, Teams, or Zoom, at a mutually agreed upon time and will also include discussion of potential findings and concerns. Additional meetings may be held at the request of the LCM.

**Optional Deliverable #7:** Briefings and Legislative Testimony. Following receipt and approval of the Draft Report and Final Excel District Profile Data, the LCM may, at the complete and sole discretion of OPPAGA, ask the Contractor in writing, to provide briefings and/or legislative testimony. If requested, this testimony would occur sometime after **August 14, 2023**, but prior to **May 31, 2025**. The Contractor shall price this optional deliverable independently as part of their financial reply. The Legislature makes no assurances that this Deliverable will be requested and will not approve expenditures incurred without prior approval.

- **7a, Briefings:** The Contractor, including all senior Contractor team members necessary to discuss report information, may be asked to provide up to four (4) conference call briefings to the Legislature. The actual number of briefings and the persons receiving those briefings shall be within the sole discretion of OPPAGA. No travel reimbursement will be provided. The itemized cost for each individual briefing and the total cost for four briefings should be presented on the financial reply.
- **7b, Legislative testimony:** The Contractor may be asked to appear in Tallahassee, Florida to provide up to two (2) in-person presentations to legislative committees on the Final Report. Compensation for such presentations shall be at a fixed cost which includes the hourly rate proposed by the Contractor for up to two identified persons

for these presentations, per hour of time spent in such presentation or in consulting with the OPPAGA contract manager in the city of such presentation during normal business hours, and the Contractor's time preparing for each legislative presentation. This fee shall include all of the Contractor's expenses, costs and compensation for such services. Please note that the Legislature will not pay the Contractor for travel time or travel costs. The itemized cost of each presentation and the total cost for two presentations should be presented on the financial reply.

## Schedule C

### Report Structure

The final report must include all the information required in Schedule A - Scope of Work (SOW). The contractor must organize the final report in accordance with those finding statements and the following **bolded** topic and subtopic headings and sequence.

Non-bolded sub-bullets may be presented in a manner determined by the contractor within the respective bolded heading. Note that some sections indicate data that should be included in table, graph, and/or graphic format.

#### **A. EXECUTIVE SUMMARY**

As specified in the requirements for Deliverable 3, the one-page executive summary should contain a concise description of information included in the report (background information, findings, and recommendations) and be presented in the same order as in the report.

#### **B. BACKGROUND (SOW Section 1)**

##### **a. District Description (SOW Section 1.1)**

- i. Size
- ii. Population
- iii. District characteristics
- iv. Real property data
- v. Tangible personal property data
- vi. *Exhibit:* map of the district that includes location of district headquarters/primary office and marked boundaries for counties and municipalities that are within and that overlap the district's boundaries

##### **b. History and Composition (SOW Section 1.2)**

- i. History of the district's creation and governance
- ii. Discussion of district board of commissioner composition and meetings
- iii. Applicable statutes, laws, regulations, and rules

##### **c. Intergovernmental Interactions (SOW Section 1.3)**

- i. Federal and state
- ii. Counties
- iii. Municipalities

##### **d. Resources for Fiscal Year 2022 (SOW Section 1.4)**

- i. Millage rates
- ii. Revenues and expenditures
- iii. Staff
- iv. Equipment and facilities
- v. *Exhibit:* Include appropriate tabular or graphic representation of B.d.ii

- e. **Purpose, goals, and objectives (SOW Section 2.1)**
  - i. District purpose and goals
  - ii. Programs and activities
    - 1. Goals
    - 2. Objectives
    - 3. Problem(s) or need(s) addressed
    - 4. Expected benefits
    - 5. Performance measures and standards

**C. FINDINGS**

**a. Resource Management (SOW Section 4.1 – 4.5)**

- i. Research task finding statement
  - 1. Current and historic revenues and expenditures
  - 2. Administrative costs
  - 3. Direct program costs
  - 4. Number and type of staff
  - 5. Contracts for services
  - 6. Equipment and facilities
  - 7. Strategic or other formal plans for the district’s future
  - 8. Previous performance reviews, financial audits, and resident feedback surveys
  - 9. Analysis of program staffing levels
  - 10. Analysis of management reports/data and performance information
  - 11. Evaluation of cost, timing, and quality of current program efforts
- ii. *Exhibits:* Include appropriate tabular or graphic representation of C.a.i.1 through C.a.i.11., above, including a current staff organizational chart with job titles

**b. Goals and Objectives; Performance Measures and Standards (SOW Section 3.1 – 3.4)**

- i. Research task finding statement
  - 1. Performance measures and standards
  - 2. Analysis of goals, objectives, and performance measures
  - 3. Assessment of goals and objectives achievement
  - 4. Analysis of failure to meet performance measures and standards or achieve the goals and objectives
  - 5. Efforts taken to prevent future failure
  - 6. Perceptions of the district’s performance, local government stakeholders, and residents, and any other relevant local stakeholders
- ii. *Exhibit:* Tabular presentation of assessment of performance measures and standards as discussed in C.b.i.1 through C.b.i.6 above.

Performance Measure	Performance Standard	Assessment


**a. Service Delivery (SOW Section 5.1 – 5.2)**

- i. Research task finding statement
  - 1. Analysis of delivery of services
  - 2. Comparison to county and municipal government services
  - 3. Considerations for consolidations

**D. RECOMMENDATIONS (SOW Section 6.1 – 6.2)**

**a. Discussion and analysis**

- i. Discussion and analysis of potential changes to improve operations, reduce costs, and reduce duplication

**b. Recommendations**

- i. Discussion and analysis of potential changes to improve program operations, reduce costs, or reduce duplication
- ii. *Exhibit:* Tabular presentation of recommendations with associated considerations including the potential benefits, and any potential adverse consequences of each recommendation. This may include, but not be limited to costs and the district’s position on recommendations.

Recommendation text	Associated Considerations
	<ul style="list-style-type: none"> <li>• X</li> <li>• \$X</li> </ul>

**E. District Response (if received)**