



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
 2590 EXECUTIVE CENTER CIRCLE EAST, SUITE 100  
 TALLAHASSEE, FLORIDA 32301  
 (850)488-6551 TELEPHONE  
 (850)922-8060 FAX

INVITATION TO BID: **FWC 14/15-113**

TITLE: Dove Field and Food Plot Seed and Fertilizer Order for Caravelle Ranch, Guana River and Dexter/Mary Farms WMA's

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**INVITATION TO BID/BIDDER ACKNOWLEDGMENT FORM**

Purpose: The intent of this bid is to obtain competitive pricing for seed and fertilizer for Caravelle Ranch, Guana River and Dexter/Mary Farms Wildlife Management Area's (WMA'S) , per the specifications contained herein. Only responsive and responsible Contractors will be considered for award of this ITB.

Responsive: To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of this ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in this ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

Non Responsive: Any submission that does not comply with this ITB in any way, does not contain all the properly signed forms, supplements or deviates from the Bid requirements or has an incomplete Price Sheet may be considered nonresponsive at the discretion of Procurement Manager.

Responsible Companies: The Commission shall only consider responsible companies. Responsible companies are those that have, in the sole judgment of the Commission, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The Commission may also consider references and quality to determine the responsibility of the bid. The Commission reserves the right to use any information, whether supplied through the Bidder's submission or otherwise obtained, in determining responsibility.

Rejection of Bids: The Commission reserves the right to reject any and all bids and to waive any minor irregularity in the submissions received in response to this ITB. The Commission reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject bids accordingly.

Name of Business: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

**The undersigned attest to the following:**  
*We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety.*

Authorized Signature (Manual): \_\_\_\_\_

Authorized Signature Name (Typed) and Title: \_\_\_\_\_

FLORIDA FISH AND  
COMMISSION



WILDLIFE CONSERVATION

FWC 14/15-113

INVITATION TO BID CALENDAR OF EVENTS

**(PLEASE NOTE NEW PURCHASING OFFICE LOCATION AND MAILING ADDRESS)**

| SCHEDULE  | DUE DATE   | METHOD  |
|---|--|---|
| Bid Advertised  | March 19, 2015   | Posted on the Vendor Bid System:<br><a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>   |
| Deadline for Questions  | Must be received<br>PRIOR to:<br>March 24, 2015<br>@ 5:00 p.m. | See Deadline for Questions Clause   |
| <b>SEALED BIDS DUE</b><br><br>(REMEMBER: Bid Number should be clearly marked on envelope) | Must be received<br>PRIOR to:<br>April 7, 2015<br>@ 5:00 p.m.  | Submit <b>BEFORE</b> the due date and time to the following address:<br><br>Florida Fish & Wildlife Conservation Commission<br>Attn: Purchasing<br>2590 Executive Center Circle East, Suite 100<br>Tallahassee, Florida 32301 |
| Public Bid Opening  | April 8, 2015<br>@ 3:00 p.m.                                   |   |
| Anticipated Date of Intended Award  | April 10, 2015   | Posted on the Vendor Bid System:<br><a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>   |

**FWC 14/15-113**  
**BIDDER SUBMITTAL CHECKLIST**

The following items are required to be submitted to qualify the Bidder as a “responsive” Contractor to be considered for an award. Failure to submit any of the following documentation may result in a Contractor being declared “non-responsive”.

- \_\_\_\_\_ Completed & signed Invitation to Bid/Bidder Acknowledgment form
- \_\_\_\_\_ Completed & signed Price Sheet
- \_\_\_\_\_ Completed & signed References form
- \_\_\_\_\_ Completed & signed Attachment B - Certifications and Assurances
- \_\_\_\_\_ Completed & signed Addendum Acknowledgment forms (if applicable)

**FWC 14/15-113**  
**GENERAL CONDITIONS**

The Florida Fish and Wildlife Conservation Commission's (FWC or Commission) mission is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

A Bidder submitting a bid shall be registered in the MyFloridaMarketPlace (MFMP) system and where required, the Sunbiz system prior to the bid opening (see MYFLORIDAMARKETPLACE and ADDITIONAL LEGAL REQUIREMENT clause). Business entities which must be on file with Sunbiz include the following foreign and domestic entities: Corporations for and not for profit, Limited Liability Companies (LLC), Limited Partnerships (LP) including Limited Liability Limited Partnerships (LLLP), and organizations doing business under a fictitious name (DBA). A Bidder may not be considered for an award if not registered in the MFMP and Sunbiz system. The Bidder's registration address and federal employer identification (FEID) number should match the Bidder's address and FEID number listed on the Bidder Acknowledgment form (page 1).

Certified Minority-owned, Woman-owned and Service-Disabled Veteran Business Enterprises, as certified by the State of Florida Office of Supplier Diversity, are encouraged by the Commission to participate in the bidding process.

Bids from Bidders shall include all necessary equipment to complete the job. The bidder is required to supply all specified documentation when submitting a bid for this project.

Please note: The terms "Contract" and "Purchase Order" are used interchangeably in the document.

**TERMS AND CONDITIONS**

PUR1001 and PUR1000 are hereby incorporated by reference. The following terms and conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a Bidder or Contractor, including any appearing in documents attached as part of a Bidder's response. In signing and submitting its bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

**ESTIMATED BUDGET**

The Commission has an estimated budget for this project of \$45,000.

**TERM**

The contract will be effective from date of award to 4/27/2015.

Delivery shall be completed by the Contractor by the Completion Date of June 1, 2015. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Contract Manager and the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

### **CONDITIONS AND SPECIFICATIONS**

The Bidder is required to examine carefully the conditions and specifications of this bid and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

### **DEADLINE FOR QUESTIONS**

Any questions from Bidders that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the Calendar of Events (Page 2). Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the bidder to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System internet site at the following address:  
[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission  
Tallahassee Purchasing Office  
Attn: Betty Dennis, Procurement Manager  
2590 Executive Center Circle East, Suite 100  
Tallahassee, Florida 32301  
850-617-9608  
[betty.dennis@myfwc.com](mailto:betty.dennis@myfwc.com)

### **LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD**

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

### **BIDDER SPECIFICATION INQUIRIES**

If the specifications of this Invitation to Bid (ITB) could restrict potential Bidder competition, the Bidder has 72 hours within which to request to the Commission that the specification(s) be changed. The Contract Administrator must receive the written request within 72 hours after the posting date of the ITB.

Requested changes to the Commission's specifications shall include the Bidder's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s). A Bidder's failure to request changes by the prescribed date and time shall be considered to constitute the Bidder's acceptance of the Commission's specifications.

The Commission shall determine what change(s) to the ITB is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the ITB, which shall be posted to the Vendor Bid Advertisement System, internet site [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu) .

It is up to the Bidder to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Bid packet information may also be requested from The Commission's Purchasing Section by calling 850-488-6551 or by FAXING a request to 850-922-8060. Please have bid number and Bidder information available when requesting any information.

#### **BID OPENING LOCATION**

The public opening of this bid will be conducted at the date and time specified in the Calendar of Events (Page 2), at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Suite 100, Executive Center Circle East, Tallahassee, Florida, 32301. **BIDS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-6551 at least three workdays prior to the opening.

#### **MAILING INSTRUCTIONS (PLEASE NOTE NEW LOCATION AND MAILING ADDRESS)**

All bids shall be submitted in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida 32301. **THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: BID NUMBER, DATE AND TIME OF THE BID OPENING. THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.**

**PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES, SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT IN ATTEMPTED DELIVERY PRIOR TO OPENING, OR AFTER CLOSING, AND THE COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.**

### **BIDDER ACKNOWLEDGMENT**

In order for this bid to be valid, the bid must be completed in its entirety, signed by the Bidder and returned as part of the bid or the bid will be rejected. By affixing your signature to page 1 of the bid, the Bidder hereby states that the Bidder has read all bid specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Bidder will provide the Commission under these bid specifications.

### **FWC CONTRACT MANAGER**

The FWC employee identified below is designated as Contract Manager and shall perform the following on behalf of the FWC:

- review, verify, and approve receipt of services/deliverables from the Contractor;
- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the Contractor; and, if applicable, and the Certificate of Contract Completion form; and
- maintain an official record of all correspondence between the Commission and the Contractor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

### **FWC Contract Manager is:**

Florida Fish & Wildlife Conservation Commission  
Jason Slater, Contract Manager  
575 Caravelle Farms Road  
Palatka, FL 32177  
[jason.slater@myfwc.com](mailto:jason.slater@myfwc.com)

### **VERBAL INSTRUCTION PROCEDURE**

Bidders may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Bidder as a result of any discussion with any Commission employee. Only those communications from the Commission that are in writing may be considered as a duly authorized expression on behalf of the Commission.

### **ADDENDUMS**

If the COMMISSION finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Bidder questions during the ITB period an addendum shall be posted on the Vendor Bid System internet site. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized Contractor representative, dated, and returned to the COMMISSION prior to the opening date and time specified in the Calendar of Events. Each Bidder is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement. The Commission bears no responsibility for any delays, or resulting impacts, associated with a Bidder's failure to obtain the information made available through the Vendor Bid System. The Vendor Bid

System can be reached at the following internet address:  
[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

### **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. If two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractors must complete the Identical Tie Bid / Drug Free Workplace form (Attachment B) provided and return it with their bid.

### **AWARDED BID/INSPECTION**

The Commission will award the bid to the responsive, responsible Bidder which submits the lowest bid price. If deemed necessary, an interview with the Bidder by the Contract Manager may be required before the bid is awarded.

The Commission reserves the right to inspect the prospective Contractor's materials and background record prior to making an award of the Contract. If the Contract Manager determines the lowest Bidder does not have sufficient experience, equipment, etc. to meet the specifications of this Invitation to Bid, the Commission reserves the right to reject the bidder and evaluate the next lowest Bidder.

### **SUPPORTING/SUPPLEMENTAL INFORMATION**

The Commission requires that Bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Contract Manager that the product/service offered meets this ITB's specifications and that other requirements of this ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Commission reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products/services offered completely meet this ITB's requirements. The requirement for such supplemental information will be at the reasonable discretion of the Commission and may include the requirement that a bidder will provide a sample product(s) so that the Commission can make a first-hand examination and determination.

A Bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Commission, will cause the Commission to consider the Contractor non-responsive and reject the Contractor's bid.

### **REFERENCES**

Each prospective Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the bid package. See attached reference form for more detail.

### **DELIVERABLES**



The following services or service tasks are identified as deliverables for the purposes of this Contract:

- a.) Performance of all services set forth in the Scope of Work.
- b.) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

**Contractor Performance.** The Contractor shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects totally perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Contractor. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event Contractor's ability to perform under this Contract becomes compromised.

**Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report.** Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488-6551 will assist with questions and answers.

**Contractor Responsibilities.** Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The

Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

**Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

#### **FINANCIAL CONSEQUENCES**

In accordance with Section 287.058(1)(h), F.S., the Scope of Work contains clearly defined deliverables. If Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from Contractor's payment. The Commission shall apply any additional financial consequences identified in the Scope of Work.

**Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

#### **CERTIFICATE OF CONTRACT COMPLETION**

The Contract Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Contract Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

#### **LIQUIDATED DAMAGES**

If the Contractor fails to complete the delivery or the conditions of the Purchase Order Contract and/or Amendments by the delivery date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, in an amount \$100.00 per calendar day. All liquidated damages assessed after the agreed to delivery date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Contract Manager.

#### **WARRANTIES/DAMAGED ITEMS/DELIVERY**

The successful Bidder shall assume full responsibility for providing or ensuring warranty coverage and/or warranty service on any and all items including goods, materials, or equipment provided to the Commission. If the successful Bidder is not the Manufacturer, all Manufacturer warranties must be passed through to the Commission.

Delivery shall be made no later than the specified Delivery Date. The successful Bidder shall pay all costs associated with delivery and shall assume full responsibility for all item(s) damaged prior to the F.O.B. destination delivery and agree to hold harmless the Commission of all responsibility for prosecuting damage claims.

The successful Bidder shall assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by the Commission of such defect or damage.

### **GUARANTEE**

If products do not comply with the specifications contained herein, the Bidder shall replace the product(s) or the purchase price shall be refunded. The refund or the delivery of the replacement product(s) shall be made within thirty (30) days following the Contract Manager's notification to the Bidder that the original product(s) was non-compliant. Costs of returning the original product(s) will be the sole responsibility of the Contractor.

### **INSURANCE REQUIREMENTS**

**Reasonably Associated Insurance.** During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

**Workers' Compensation.** To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Workers' Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

**General Liability Insurance.** By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**Insurance Required for Performance.** During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract. Additional insurance requirement may also be found in the Scope of Work.

**Written Verification of Insurance.** Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the effective date of the Task Assignment, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and can be faxed to (850) 922-8060.

**Commission Not Responsible for Insurance Deductible.** The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

#### **DAMAGES TO STATE PROPERTY**

Any damages to state property (e.g. structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

#### **SUBCONTRACTS**

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

**Contractor Payments to Subcontractor.** The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

**Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

**Subcontractor as Independent Contractor.** The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the State of Florida.

#### **TERMINATION**

**Commission Unilateral Termination.** The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. Contractor shall not be entitled to recover any cancellation charges or lost profits.

**Termination – Fraud or Willful Misconduct.** This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

**Termination - Funds Unavailability.** In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

**Termination – Other.** The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided

by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

**Contractor Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

#### **FAMILIARITY AND COMPLIANCE WITH LAWS**

The Contractor is required to be familiar and comply with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility. Violation of such laws shall be grounds for Contract termination.

#### **ELIGIBILITY AND LICENSURE**

The Bidder shall be licensed as necessary to perform under this contract as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible Bidder, and that the Contractor shall comport with Chapter 287, F.S., chapter 60 A of Florida Administrative Code, and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

#### **RELATIONSHIP OF THE PARTIES**

**Independent Contractor.** The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

**Contractor Training Qualifications.** Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

**Commission Security.** All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

**Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

**Commission Rights to Undertake or Award Supplemental Contracts.** Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

#### **PROHIBITION OF UNAUTHORIZED ALIENS**

In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

#### **EMPLOYMENT ELIGIBILITY VERIFICATION**

**Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

**E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

**Enrollment in E-Verify.** If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

**E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

**Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

### **NON-DISCRIMINATION**

**Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

**Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

### **PUBLIC ENTITY CRIMES**

**Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.



**Certifications and Assurances.** Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

#### **CONTRACT RELATED PROCUREMENT**

**PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

**Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection [413.035](#)(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**Procurement of Recycled Products or Materials.** Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

### **INDEMNIFICATION.**

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' 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 Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

### **FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM**

**Contractor Federal Certification.** In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

**Contractor Commission Certification.** Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

### **COMMITMENT OF FUNDS**

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

### **AUTHORIZED COMPENSATION**

It is understood and agreed that all compensation under this ITB is specifically limited to the Contractor's bid price accepted by the Commission, and to the specific procedure for payment established in this ITB and the Purchase Order executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the bid price paid for the work specifically described in the Scope of Work, which work is actually accomplished and invoiced by the Contractor subsequent to the Commission's notice to proceed (or other notice to begin work). Thus the Commission is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this ITB, including but not limited to equipment or personnel procured by the Contractor in anticipation of such work. The Commission is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this ITB including, but not limited to, those resulting from a "force majeure".

## **INVOICING**

The Contractor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services as expressed in writing by the Contract Manager. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order/contract number and the Contractor's Federal Employer Identification Number or Social Security Number. FAILURE TO SUPPLY INVOICE WHICH PROPERLY CORRESPONDS TO THE PURCHASE ORDER/Written AGREEMENT, MAY DELAY THE CONTRACTOR PAYMENT PROCESS.

## **PAYMENT OF FUNDS**

The Commission shall pay the Contractor for satisfactory goods or services upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. An original invoice and supporting documentation shall be submitted to the Commission. The Commission shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Accounting Office.

## **Electronic Funds Transfer (EFT)**

The State of Florida can deposit Contractor payments directly into your bank account. Contractors can register for EFT at [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm). *Note:* Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

## **Automated Clearing House (ACH)**

To make transaction fee payments, Contractors can register for debit ACH at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/mfmp\\_vendors/vendor\\_toolkit/forms\\_for\\_vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors) and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. *Note:* Registering for ACH can take up to 14 days.

## **PROMPT PAYMENT CLAUSE**

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section or Purchasing Office at 850/488-6551. Payments to health care providers for hospitals, medical or

other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

### **MYFLORIDAMARKETPLACE**

In accordance with Rule 60A-1.030 of the Florida Administrative Code (F.A.C.), each Contractor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

**Transaction Fee.** Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

**Transaction Fee Credits.** The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any items(s) if such items(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

### **ADDITIONAL LEGAL REQUIREMENT**

All corporations seeking to do business with the State shall, at the time of submitting a bid, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such bid, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information on required filing and

forms, please go to the following sites: <http://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/>.

#### **USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS**

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16) F.S., other State of Florida agencies may purchase from the resulting contract of this Invitation to Bid, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

Other State of Florida governmental entities and eligible users may also request of the Contractor to be able to use this contract. If the Contractor agrees to other entities to utilize this Invitation to Bid contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

#### **PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS**

All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

#### **PUBLIC RECORDS**

This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a

format that is compatible with the information technology systems of the Commission.

### **RECORD KEEPING REQUIREMENTS**

**Contractor Responsibilities.** The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

**State Access to Contractor Books, Documents, Papers, and Records.** The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**Contractor Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

**Contractor Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

**Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

### **CONFIDENTIALITY/PUBLIC RECORDS LAW**

Bidders are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption

from the public records law. If after the notice of intended decision or 30 days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Bidder of all public records requests received related to documents provided by the Bidder that were marked pursuant to this paragraph. In no event shall the Bidder hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

### **INTELLECTUAL PROPERTY RIGHTS**

**Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the Contractor's preexisting property will remain with the Contractor. If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor. If Contractor is not a state agency or subdivision as defined above, Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.

**Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable state statute.

**Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

### **PROHIBITION AGAINST LOBBYING**

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the

Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

#### **SEVERABILITY AND CHOICE OF VENUE**

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

#### **JURY TRIAL WAIVER**

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

#### **FLORIDA EMERGENCY SUPPLIER NETWORK**

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/florida\\_emergency\\_network/florida\\_emergency\\_supplier\\_network\\_fesn](http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn)

#### **POSTING OF BID TABS**

Bid Tabulations with Contractors identified as awarded bidders will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System as a Public Notice. The Agency Decision may be viewed at the following site, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute



a waiver of proceedings under Chapter 120, Florida Statutes:  
[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

Awarded Bidders are instructed not to proceed until a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice is given to the Contractor by the Commission. A company or person who proceeds prior to receiving a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice from the Commission does so without a contract and at their own risk.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**REFERENCES**  
**FWC 14/15-113**

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Bidder's bid. Provide a description (scope of work) of each job.

NAME OF COMPANY:

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CONTACT PERSON:

---

ADDRESS:

---

CITY/STATE/Z1P:

---

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE:

---

DESCRIPTION (SCOPE OF  
WORK): \_\_\_\_\_

---

\*\*\*\*\*

NAME OF COMPANY:

---

CONTACT PERSON:

---

ADDRESS:

---

CITY/STATE/Z1P:

---

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE:

---

DESCRIPTION (SCOPE OF  
WORK): \_\_\_\_\_

---

\*\*\*\*\*

NAME OF COMPANY:

---

CONTACT PERSON:

---

ADDRESS:

---

CITY/STATE/ZIP:

---

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE:

---

DESCRIPTION (SCOPE OF  
WORK): \_\_\_\_\_

---

\_\_\_\_\_  
CONTRACTOR NAME

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

14/15-113

SPECIFICATIONS FOR SEED AND FERTILIZER  
WARM-SEASON FOOD PLOTS AND DOVE FIELDS 2014-15

**General Specifications**

The Florida Fish and Wildlife Conservation Commission is soliciting bids for materials to plant dove fields and warm season food plots on three Wildlife Management Areas in the Northeast Region.

The winning bidder will be responsible for separate deliveries for each area to the addresses specified below:

Caravelle Ranch WMA

Caravelle Ranch Field Office  
575 Caravelle Farms Rd  
Palatka, FL 32177  
(386) 329-2517  
Attention: Jason Slater

Guana River WMA

Guana River Field Office  
440 Guana River Rd  
Ponte Vedra Beach, FL 32082  
(904) 825-6877  
Attention: Justin Ellenberger

Lake George WMA / Dexter-Mary Farms Unit

869 W State Rd 40  
Barberville, FL 32724  
(386) 804-6563  
Attention: Cindy Bennett

## Detailed Specifications

Custom seed blends will be required for each area. Blends should be created by mixing the total poundage of each seed specified thoroughly and consistently before bagging. Bags should be labeled with the contents. Seed blends from different areas should not be combined, as they may contain different ratios or combinations of seed.

Inoculants shall be supplied for all legumes that require it. This cost should be factored into the total bid price.

### Caravelle Ranch

#### Blend 1:

|                       |          |
|-----------------------|----------|
| Browntop Millet.....  | 1800 lbs |
| Japanese Millet ..... | 1800 lbs |

#### Blend 2:

|                     |          |
|---------------------|----------|
| Iron Clay Peas..... | 2500 lbs |
| Buckwheat .....     | 2500 lbs |

#### Blend 3:

|                          |         |
|--------------------------|---------|
| Hulled Aeschynomene..... | 400 lbs |
| Alyce Clover.....        | 400 lbs |

#### Individual seed:

|  |         |
|--|---------|
| Tifleafs 3 Pearl Millet.....                               | 400 lbs |
| Egyptian wheat .....                                       | 400 lbs |
| Tropical corn.....   | 300 lbs |
| Milo/Sorghum hybrid (Monsanto DKS 5400 or equivalent)..... | 300 lbs |

#### Other:

|  |          |
|--|----------|
| Wild bird seed mix, any commercially available brand ..... | 2000 lbs |
|--|----------|

#### Fertilizer:

|               |         |
|---------------|---------|
| 10-10-10..... | 30 tons |
|---------------|---------|

#### Mole Cricket Bait:

|                         |          |
|-------------------------|----------|
| Chlorpyrifos 1.0% ..... | 4000 lbs |
|-------------------------|----------|

## Guana River

### Blend 1:

|                           |         |
|---------------------------|---------|
| Japanese Millet .....     | 400 lbs |
| Alyce Clover .....        | 450 lbs |
| Hulled Aeschynomene ..... | 150 lbs |

### Individual seed

|                       |         |
|-----------------------|---------|
| Iron clay pea's ..... | 500 lbs |
| Partridge pea .....   | 50 lbs  |
| Buckwheat .....       | 100 lbs |
| Dove Proso .....      | 100 lbs |

### Fertilizer:

|                |        |
|----------------|--------|
| 10-10-10 ..... | 3 tons |
|----------------|--------|

## Lake George / Dexter-Mary Farms

### Blend 1:

|                               |          |
|-------------------------------|----------|
| Iron Clay Peas .....          | 3300 lbs |
| Alyce Clover .....            | 1100 lbs |
| Tifleafs 3 Pearl Millet ..... | 1100 lbs |
| Hulled Aeschynomene .....     | 1100 lbs |

### Blend 2:

|                       |         |
|-----------------------|---------|
| Iron Clay Peas .....  | 900 lbs |
| Alyce Clover .....    | 300 lbs |
| Browntop Millet ..... | 300 lbs |

### Individual seed

|                      |          |
|----------------------|----------|
| Dove Proso .....     | 150 lbs  |
| Chufa .....          | 300 lbs  |
| Wild bird seed ..... | 1000 lbs |

## **Bidding**

The amounts of each item specified in the list above should be considered an estimate. The actual DO may specify more or less of any particular item depending upon the price quoted and available funding.

### **Awarding of bid:**

bidder should submit a **single price** representing the combined total for **all four** Wildlife Management Areas **based on the above list**, including:

1. Seed, including inoculants if required
2. Fertilizer
3. Mole cricket bait
4. Any blending charges
5. Delivery to the WMAs

**The contract will be awarded to the vendor submitting the lowest combined total for all items.**

### **Individual pricing and final award amount:**

bidder will be required to fill out the included itemized price sheet. These individual prices will be used to adjust the quantities of material ordered on the DO if necessary to fit within budgetary constraints. The quoted blending charges will be used if quantity adjustment of any seed in a custom blend is required.

## **Delivery**

The winning bidder will make separate deliveries to each of the WMAs.

All deliveries shall be made during normal business hours (8 AM – 5 PM) Monday through Friday.

Maps for each area are provided: however, more specific directions should be requested from the contact person listed above at the time of delivery.

**All materials shall be palletized at no more than one ton per pallet.**

Fertilizer shall be supplied in 50 lb bags only, **no bulk trailer or spreader truck deliveries will be accepted.**

Any questions concerning these specifications and/or the price sheet may be directed to:

Jason Slater

Caravelle Ranch WMA

575 Caravelle Farms Road

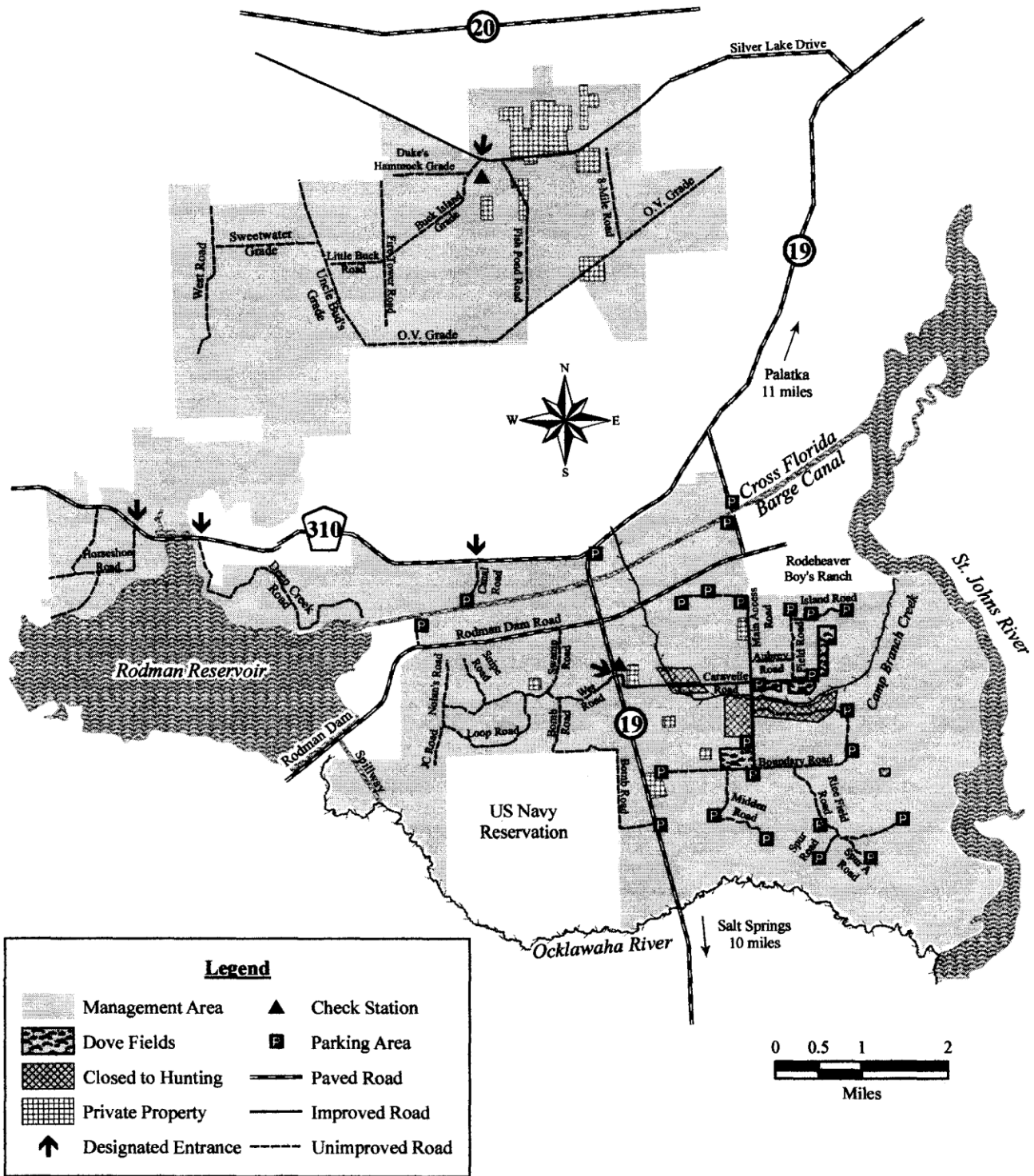
Palatka, FL 32177

386-329-2517

[jason.slater@myfwc.com](mailto:jason.slater@myfwc.com)

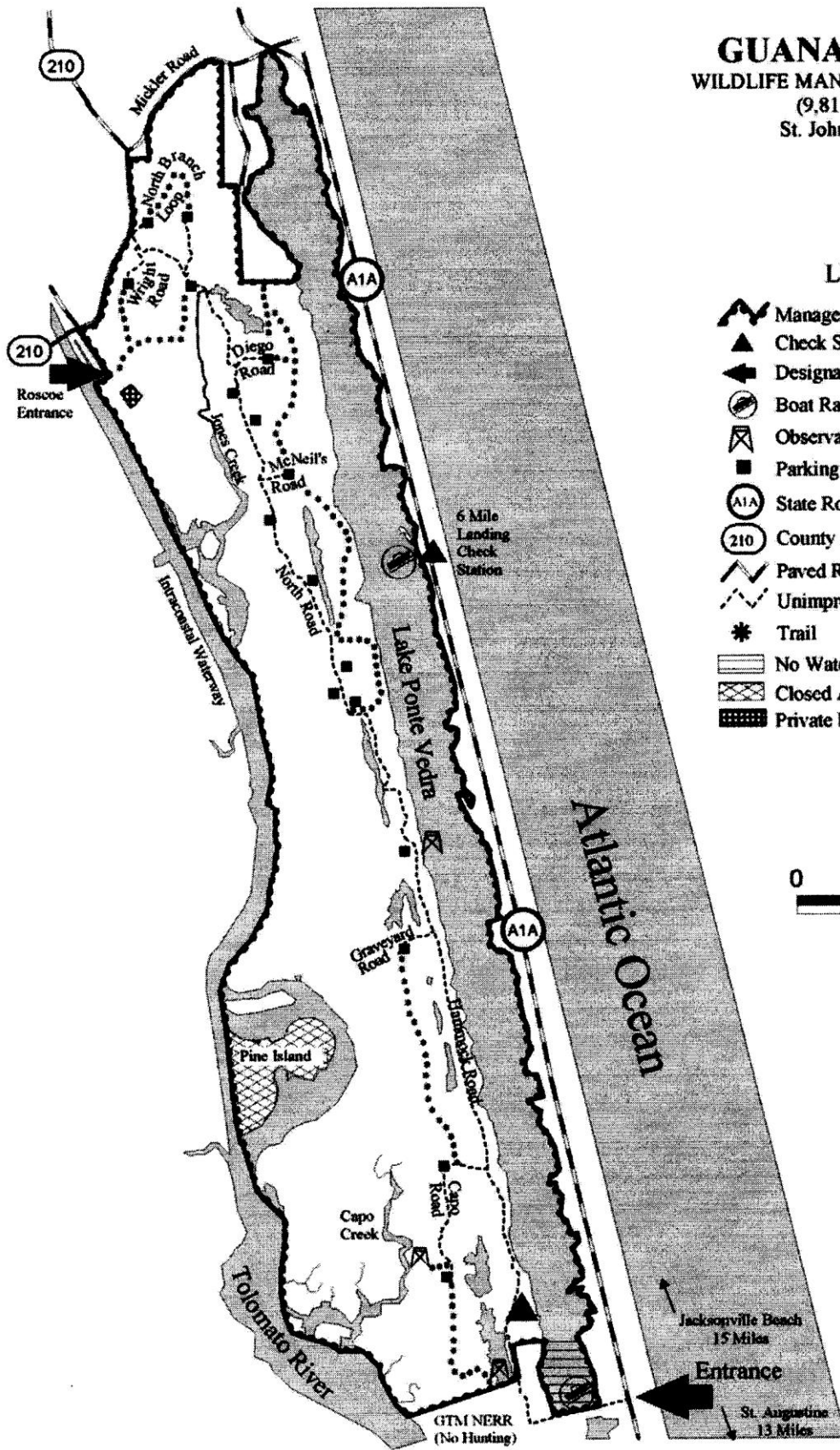
# CARAVELLE RANCH WILDLIFE MANAGEMENT AREA

26,467 acres  
Putnam and Marion Counties



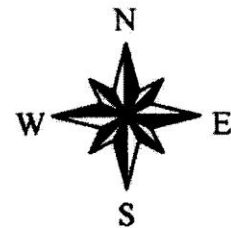


**GUANA RIVER**  
**WILDLIFE MANAGEMENT AREA**  
 (9,815 acres)  
 St. Johns County

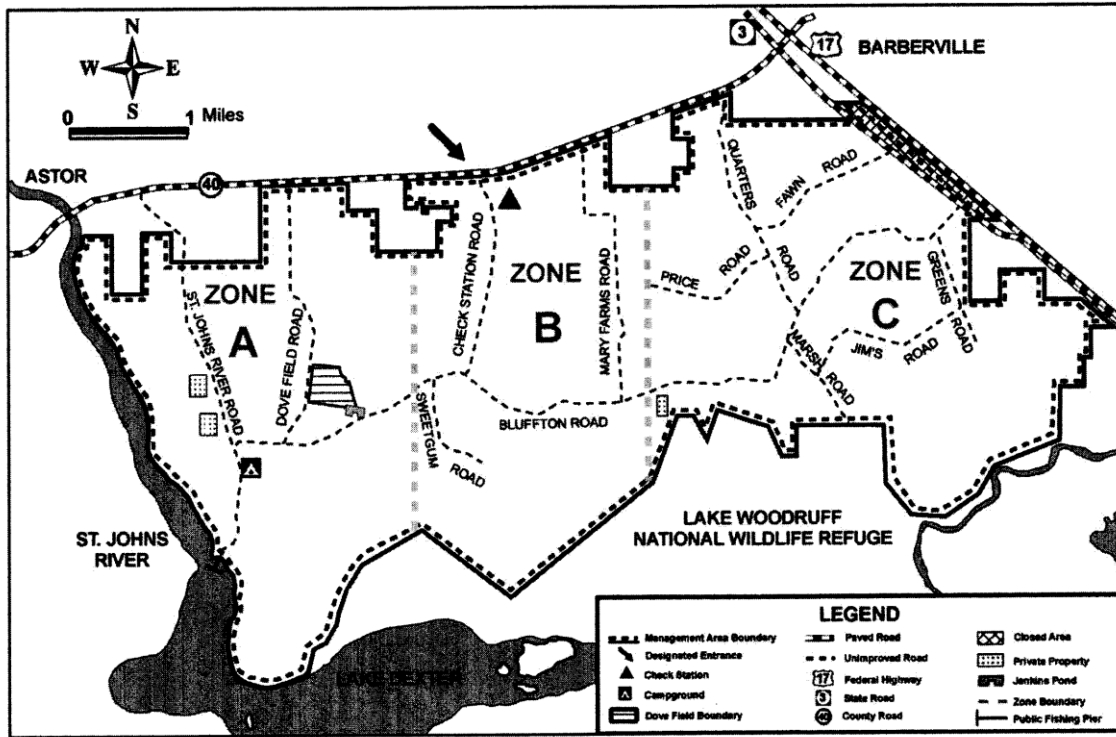


**LEGEND**

- Management Area Boundary
- Check Station
- Designated Entrance
- Boat Ramp
- Observation Platform
- Parking Area
- State Road
- County Road
- Paved Road
- Unimproved Road
- Trail
- No Waterfowl Hunting
- Closed Area
- Private Property



**LAKE GEORGE: DEXTER MARY FARMS UNIT**  
 WILDLIFE MANAGEMENT AREA  
 (14,377 acres)  
 Volusia County



**FWC 14/15-113  
PRICE SHEET**

**CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY.**

Price quoted shall be less any Federal or State sales or use taxes. The bidder recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Quoted price shall include all necessary items to complete the project.

**ALL ITEMS SHALL BE BID, OR THE BID WILL BE REJECTED. THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE LOWEST TOTAL PRICE. PURSUANT TO SECTIONS 287.057(1)(a)1., AND 287.057(1)(a)2., FLORIDA STATUTES EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED. (SEE RENEWAL CLAUSE).**

**Individual Price Sheet**

**All prices shall be based on 50 lb bags**

| <u>Seed</u>              | <u>Price per bag</u>   | <u>Number of bags</u> | <u>Total cost</u> |
|--------------------------|------------------------|-----------------------|-------------------|
| Iron Clay Pea .....      | \$ _____ per bag ..... | X 144 bags .....      | \$ _____          |
| Buckwheat .....          | \$ _____ per bag ..... | X 52 bags .....       | \$ _____          |
| Alyce Clover .....       | \$ _____ per bag ..... | X 45 bags .....       | \$ _____          |
| Browntop Millet.....     | \$ _____ per bag ..... | X 42 bags .....       | \$ _____          |
| Japanese Millet .....    | \$ _____ per bag ..... | X 44 bags .....       | \$ _____          |
| Hulled Aeschynomene..... | \$ _____ per bag ..... | X 33 bags .....       | \$ _____          |
| Dove Proso.....          | \$ _____ per bag ..... | X 5 bags .....        | \$ _____          |
| Tifleafs 3 Pearl Millet  | \$ _____ per bag       | X 30 bags             | \$ _____          |

Chufa.....\$ \_\_\_\_\_ per bag ..... X 4 bags .....\$ \_\_\_\_\_

Tropical Corn.....\$ \_\_\_\_\_ per bag ..... X 2 bags .....\$ \_\_\_\_\_

Egyptian wheat .....\$ \_\_\_\_\_ per bag ..... X 6 bags .....\$ \_\_\_\_\_

Partridge pea .....\$ \_\_\_\_\_ per bag ..... X 1 bags .....\$ \_\_\_\_\_

Milo/Sorghum hybrid .....\$ \_\_\_\_\_ per bag ..... X 6 bags .....\$ \_\_\_\_\_

Wild Bird Seed mix .....\$ \_\_\_\_\_ per bag ..... X 60 bags .....\$ \_\_\_\_\_

Blending charges .....\$ \_\_\_\_\_ per bag ..... X 370 bags .....\$ \_\_\_\_\_

10-10-10 Fertilizer .....\$ \_\_\_\_\_ per **ton** ..... X 33 **tons** .....\$ \_\_\_\_\_

Mole Cricket Bait .....\$ \_\_\_\_\_ per bag ..... X 80 bags .....\$ \_\_\_\_\_

TOTAL BID PRICE (add all lines above) ..... \$ \_\_\_\_\_

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM AT THE PRICE QUOTED ABOVE. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Contractor\_\_\_\_\_

Address\_\_\_\_\_

Signed\_\_\_\_\_

Print Name\_\_\_\_\_

Title\_\_\_\_\_

Fax\_\_\_\_\_

City/State/Zip\_\_\_\_\_

Telephone\_\_\_\_\_

FWC 14/15-113  
ATTACHMENT A  
FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION  
CERTIFICATES OF CONTRACT COMPLETION

Project: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Cont # or DO #: \_\_\_\_\_  
FEID #: \_\_\_\_\_  
(Or Social Security #)  
Contract Date: \_\_\_\_\_ Total Amount \$ \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions.

**CONTRACTOR**

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

**NOTARY**

STATE OF:  
COUNTY OF:

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_, known (or made known) to me to be  
the

(Owner)

(Partner)

(Corporate Officer-give title)

of \_\_\_\_\_, Contractor (s),  
who subscribed and swore to the above instrument in my presence.

Personally known \_\_\_\_\_ Or Produced

\_\_\_\_\_  
Identification \_\_\_\_\_  
(Seal)

Type of Identification Produced

Notary Public

Type Name:

My Commission Expires:

**COMMISSION'S CERTIFICATION**

I certify: That, to the best of my knowledge and belief, the work on the above named project has been satisfactorily completed under terms and conditions of the contract.

Contract Manager: \_\_\_\_\_ Division/Office: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment B**  
**CERTIFICATIONS AND ASSURANCES**

The Commission will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
- B. Certification Regarding Lobbying (31 U.S.C. 1352)**
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
- E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Contract.

**B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

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

### **C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

### **D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (If Contractor is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Contractor (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Contract, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

