



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER NICOLE "NIKKI" FRIED

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AUGUST 20, 2019

SEALED QUOTATION

TO: Vendor Addressed

FROM: Salena Yarbrough, Purchasing Office

RE: SEALED QUOTATION NO. CQ/PI-19/20-22  
DEMOLITION, REMOVAL AND REPLACEMENT OF MOBILE OFFICE TRAILERS

Attached are all terms, conditions and requirements for the demolition and removal of two (2) mobile office trailers, replace with and install one (1) new modular office trailer (24 x 56) located at the Division of Plant Industry, 1284 Pratt Blvd, La Belle, Florida 33935. This package includes the terms, conditions and specifications for the material and labor to be furnished and services to be performed.

**SEALED QUOTATIONS FOR THIS PROJECT WILL BE ACCEPTED UP UNTIL 2:00 PM ON September 26, 2019.** Sealed quotations should be marked as such and submitted to the following address:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
PURCHASING OFFICE  
407 SOUTH CALHOUN STREET  
SB-8 MAYO BUILDING  
TALLAHASSEE, FLORIDA 32399-0800

QUOTATION #: CQ/PI-19/20-22

**CONSTRUCTION PROJECT- SEALED QUOTATION  
QUOTATION #: CQ/PI-19/20-22**

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
DIVISION OF PLANT INDUSTRY**

**SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**

Vendors shall offer complete quotation for the demolition and removal of two (2) mobile office trailers and provide and install a new (24 x 56) modular trailer at the Division of Plant Industry, 1284 Pratt Blvd, La Belle, Florida 33935, according to the terms and conditions set forth herein.

The quote for this work shall include all materials, labor and equipment necessary for the completion of the work as described herein and shall be in accordance with the terms and conditions of the contract documents that include this quote document, plans and specifications.

Drawings & Specifications (**Exhibit 1**) located at:

[https://www.freshfromflorida.com/Media/Files/Administration/Temporary\\_Downloads/Labelle-Office-Modular-Portable](https://www.freshfromflorida.com/Media/Files/Administration/Temporary_Downloads/Labelle-Office-Modular-Portable)

**SCOPE**

The quote is to provide and install a pre-manufactured building at the Division of Plant Industry, 1284 Pratt Blvd, La Belle, Florida 33935

**MODULAR ADMINISTRATION OFFICES**

Provide and construct all aspects required to replace existing 12x60 modular trailers with a new 24x56 modular unit facility and a 12x20 storage shed. Provide windows and doors as indicated on plans. Provide Americans with Disabilities Act (ADA) bathroom, entry with counter top, and offices. The new building shall meet all applicable building codes, including but not limited to, plumbing, electrical and lighting.

**RAMP AND STAIRS:**

Provide ADA ramp and stairs at entry for administration modular building as indicated on plans.

See **Exhibit 1** for site plan.

Contractors shall offer complete pricing per drawings & specifications.

All work is to be according to code and manufacturer's instructions. Obtain all necessary permits including any other drawings, design, or engineering which may be needed for those permits, for a complete project. Provide all written, fully executed warranties at project completion.

**CLEAN-UP**

Upon completion of the work, the contractor shall remove all trash and debris from the site and shall leave the premises clean and in a finished condition acceptable to the owner. All equipment removed during the course of the project must be disposed of by the contractor. Departmental dumpsters are not to be used for the disposal of any products in relation to the completion of this project. All debris shall be hauled away and destroyed in an appropriate manner. No hauling fee(s), tipping fee(s), trash fee(s), hazardous waste fee(s) or other related garbage fee(s) shall be charged to the Department.

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**CONTRACT DOCUMENTS**

The construction, interpretation and performance of this contract, and all transactions under it, shall be governed by the laws of the state of Florida. The contract documents shall include all terms and conditions of the quote specifications, any addenda, quote proposal and Departmental contract issued as a result of this quote (**ATTACHMENT A, AGREEMENT BETWEEN DEPARTMENT AND CONTRACTOR**).

**CONTRACT/CONSTRUCTION PERIOD**

Whenever the word "day" is used in the contract documents, it shall mean a calendar day, unless otherwise specifically provided. The date of commencement of the work is the date established in a written Notice to Proceed. The Department shall furnish a Notice to Proceed along with the executed contract. **Construction shall be substantially complete within 150 calendar days after issuance of the Notice to Proceed.** The contract period shall be a total of 180 calendar days, which shall consist of 150 calendar days to substantial completion of work after issuance of the *Notice to Proceed* and 30 calendar days beyond the substantial completion for the project close-out process. The time for completion of the work includes, without limitation, obtaining required permits and other governmental and quasi-governmental approvals, acquiring bonds and interim and final inspections. Completion of the work shall be the date of substantial completion of the work certified by the owner, when construction is sufficiently complete in accordance with the contract documents that the owner may, if they so elect, occupy and use the work for the purpose for which it is intended. **TIME IS OF THE ESSENCE WITH RESPECT TO THE TIME OF COMPLETION OF THE WORK.**

**CONTRACT/PROJECT MANAGER**

The contractor will coordinate and schedule all work with the Department's contract/project manager, Davis Bell, Division of Administration, located at 407 S Calhoun St., Tallahassee, Florida, Telephone: (850) 617-7070.

**MANDATORY PRE-QUOTE CONFERENCE**

**A mandatory pre-quote conference for any prospective respondent will be held at 10:00 a.m., EST, on September 12, 2019, at the Division of Plant Industry, 1284 Pratt Blvd., La Belle, Florida.** Prospective respondents can have the Certification of Site Visitation form signed at this time. **Any quote received from a prospective respondent who did not attend the mandatory pre-quote conference will not be considered.** The purpose of this conference will be to clarify the contents of this construction quote in order to prevent misunderstanding of the Department's terms, conditions and specifications for this project. The conference will consist of a session wherein each page of the quote (including technical specifications) will be discussed. General questions related to the specifications and plans for this project will be answered. Any material changes to the quote terms, conditions, plans or specifications must be stated in writing in the form of an addenda issued through the Department's purchasing office (see section titled "ADDENDA").

**The cut-off date for questions to be submitted will be September 19, 2019.**

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**REFERENCES**

Contractor shall provide a contact list of three (3) most recent completed projects similar in project size and scope as the work, completed within the last five (5) years. All references must be verified. It is the responsibility of the contractor to ensure that all submitted references are verified. The Department will attempt to verify references once via telephone or email. If the reference does not return the Department's phone call or email within seventy-two (72) hours (exclusive of weekends and state holidays) of the time of the Department's phone call or email, the reference will be deemed unverified. Quotes with one or more unverified references will be disqualified. References that indicate any unsatisfactory contractor work performance or workmanship will result in disqualification of the quote. **References must be current or former clients of the responding firm. The Department will not accept subcontractor/proposed personnel or personal references of a member of the responding firm as a substitute for respondent references (REFERENCES/PAST PERFORMANCE form).** Past performance with the Department will constitute a reference, whether listed or not, and will be used by the Department to determine the respondent's ability to perform services similar to those described in this quote in a satisfactory manner. Unsatisfactory past performance with the Department will result in rejection of that quote.

**PERFORMANCE BOND**

Before final execution of the contract resulting from this construction quote, the contractor shall furnish the Department with a **performance bond in the amount of one-hundred percent (100%) of the quote price**. This bond must be written by a surety company authorized to do business in the state of Florida and signed by a Florida licensed agent. The bond shall be furnished to the Department prior to final execution of the construction contract. The construction contract shall not be finalized by the

Department until the performance bond is in place and approved by the Department's contract manager and purchasing office in writing.

The cost of the performance bond shall be borne by the contractor. The bond shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the bond on behalf of the surety company is a licensed Florida agent for the bonding company. In the usual case, the conferring of that authority has occurred prior to the date of the bond and the document showing the date of appointment and enumeration of powers of the person executing the bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification shall be dated the same as the bond. **Failure to comply with all provisions of this agreement can result in vendor forfeiture of this performance bond. Failure to furnish the required performance bond, or to execute the construction contract associated with this quote in a timely manner, shall result in the forfeiture of the quote guarantee to the Department.**

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**LISTING OF SUBCONTRACTORS**

In order that the Department may be assured that only qualified and competent subcontractors will be employed on the project, the contractor shall submit to the Department a list of subcontractors who will perform work. The contractor shall have determined, to his own complete satisfaction, that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations or renovations comparable to that which is required by these specifications and is qualified both technically and financially to perform the phase of this work for which he is listed. **Proof of any licenses or certifications required of subcontractors shall be submitted with the list of subcontractors by the contractor.** Any subcontractor(s) not listed and approved in the award of this quote will not be allowed to proceed with any work related to this project. Any subcontractor(s) proposed after the start of this project must be submitted in writing to the Department for approval. Work by the proposed subcontractor must not commence until the Department has given approval. The "**List of Subcontractors**" form must be completed and included in each quote package, if applicable.

**LICENSING**

Respondent must submit with their quote response proof of possessing an active license pursuant to Chapter 489, Part I, Florida Statutes, applicable to this type work. **Failure to provide the required proof of qualification may result in rejection of quote.**

**STATE FIRE MARSHAL'S APPROVAL**

Florida Statute 255.25 requires that all plans and specifications for construction, alteration or installation of new equipment be reviewed by the State Fire Marshal's office for compliance with current Life Safety codes. The Department/Architect firm shall be responsible for obtaining State Fire Marshal approval prior to the commencement of any work by the contractor. Any fees required by the State Fire Marshal for review are also the responsibility of the Department/Architect firm.

**CODES AND INSPECTIONS**

The contractor is required to comply with all federal, state and local laws; ordinances; rules; regulations and codes that in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him from this responsibility. All inspections required to ensure compliance with required codes are the responsibility of the contractor and must be accepted by the contract manager.

**SAFETY REQUIREMENTS**

Contractor shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standard there under. The specified safety regulations shall be enforced during the complete performance of the contract. The contractor shall comply with the Department of Labor, Occupational Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54). The contractor alone shall be responsible for the safety, efficiency and adequacy of his equipment, appliances and methods and for any damage that may result from their failure or their improper construction, maintenance or operation.

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**LIQUIDATED DAMAGES**

In the event the work is not completed on the completion date, and inasmuch as failure to complete the project within the time fixed in the quote will result in substantial injury to the owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that, if the project is not completed within the fixed time, the contractor shall pay to the owner, as liquidated damages for such delay and not as a penalty, one hundred dollars (\$100) for each calendar day elapsing between the date fixed for completion and the actual date of completion.

**COMPLIANCE WITH LAWS**

The contractor shall comply with all laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern this Agreement. By way of further non-exhaustive example, the contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Fair Labor Standards Act, the Migrant and Seasonal Agricultural Worker Protection Act, the Americans with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status or veteran's status. Violation of such laws shall be grounds for termination.

**TIME DELAYS**

If the contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes, he may submit a written request for additional time to complete the work, with supporting documentation. If FDACS determines that the circumstances warrant an extension of time for completion of the contract, the time will be granted for completion by a change order (**ATTACHMENT B, CHANGE ORDER REQUEST**) for such reasonable time as FDACS may determine. Oral requests for extensions will not be considered.

**WORK SCHEDULE**

The contractor shall submit a proposed work schedule to the contract manager at the time of the pre-construction meeting. The schedule shall be in the form of a work schedule or a detailed report showing the following information:

- A. For each area of work:
  - (1) work dates
  - (2) work shift time
  - (3) number of employees on site
  - (4) dates of start and completion per area of work
- B. Any items of work that will delay the start or completion of the entire project.
- C. Project completion and final inspection. The schedule shall be dated and signed by the contractor.

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**CONTRACTOR QUALITY CONTROL REQUIREMENTS**

The contractor shall inspect all work during the performance of the contract. Records of the inspections and tests shall be maintained. Surveillance of the inspection system will be performed by the FDACS contract manager.

**SUBMITTALS**

Prior to ordering materials, the contractor shall submit three (3) copies of shop drawings, if required, and submittals for approval to the Department's contract manager. Shop drawings and material submittals shall include a sufficient description of proposed material (specification, brand name, certificates, catalog cut sheets, etc.). **Any approval by the Department shall not overrule code requirements or the terms and conditions in this contract.**

**TAXES**

Although FDACS is not subject to the Florida sales and use tax, any contractor who purchases materials and services, which will be used in the construction of state-owned/operated buildings, will not be exempt from the tax on these materials and services as evidenced by Florida Statutes.

**WEATHER CONDITIONS**

In the event of temporary suspension of work or during inclement weather or whenever the Department's contract manager shall direct, the contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from weather. If any work or materials shall have been damaged or injured by reason of failure on the part of the contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the contractor.

**WORKMANSHIP**

All work is to be accomplished by skilled craftsmen complimenting the trade involved. All material used is to be installed in strict accordance with the manufacturer's specifications. Improper installation or poor workmanship will not be accepted.

**COMPLIANCE WITH LAWS**

The contractor shall comply with all laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern this agreement. By way of further non-exhaustive example, the contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Fair Labor Standards Act, the Migrant and Seasonal Agricultural Worker Protection Act, the Americans with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status or veteran's status. Violation of such laws shall be grounds for termination.

**INSURANCE REQUIREMENTS**

The contractor shall not commence any work in connection with the project until he has obtained all of the following types of insurance and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Agent.

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**BUILDER'S RISK INSURANCE**

Contractor shall maintain, or cause to be maintained, Builder's Risk insurance in an amount not less than the total cost of the insurable improvements being constructed, as approved by FDACS, with responsible insurance companies legally authorized to transact business in Florida and with a Best's Insurance Guide Rating of B+ or better. FDACS approval shall not be unreasonably withheld, conditioned or delayed.

**CONTRACTUAL LIABILITY-WORK CONTRACTS**

The contractor's liability policy shall include contractual liability coverage designed to protect the vendor from contractual liabilities assumed by the vendor in the performance of this contract.

**CERTIFICATE OF INSURANCE**

The contractor shall furnish proof of insurance coverage within ten (10) calendar days after notification of award and prior to starting the contract.

The contractor shall furnish a Certificate of Insurance for all insurance required by this contract and shall include the state of Florida, Florida Department of Agriculture and Consumer Services, as additional insured. This form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to the Florida Department of Agriculture and Consumer Services, Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:

1. Name of the insured contractor, specific job by name, name of the insurer, number of the policy, its effective date and its termination date.
2. Statement that the insured will mail notice to the owner, at least thirty (30) calendar days, prior to any material changes in provisions or cancellation of the policy.

**CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of the contract:

Minimum Limits of Liability	\$1,000,000 each occurrence
	\$2,000,000 aggregate

Including Bodily Injury, Property Damage and products and completed operations.

**CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this agreement Automobile Liability insurance for all claims that may arise from all operations performed under this agreement:

Minimum Limits of Liability	\$300,000 any automobile
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**WORKER'S COMPENSATION INSURANCE**

During the contract term, the contractor, at its sole expense, shall provide commercial insurance such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, 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.

Employers who have employees who are engaged in Florida must use Florida rates, rules and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

**HOLD HARMLESS AND INDEMNIFY**

The contractor shall hold harmless, and indemnify to the fullest extent permitted by law, the state of Florida, FDACS and/or FDACS employees from and against any and all claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the contractor, subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.

**INSURANCE, LOSS DEDUCTIBLE CLAUSE**

The state of Florida 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.

**INSURANCE, INDEPENDENT/SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY**

The contractor shall require each of his independent or subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his independents/subcontractors in his policy, as specified above, including a separate Owners, Contractors Protective Liability Policy.

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**SPECIAL CONDITIONS**

**PUBLIC RECORDS**

Any documents submitted shall be considered public record pursuant to Chapter 119, Florida Statutes.

**COOPERATION WITH THE INSPECTOR GENERAL**

Pursuant to section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

**UNILATERAL CANCELLATION**

The state shall have the right of unilateral cancellation 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 the contract.

**INDEPENDENT CAPACITY OF CONTRACTOR**

The contractor, its officers, agents and employees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the state.

**INVOICING AND PAYMENT**

Payment will be made by state government warrant upon completion of the project or as specified in the **APPLICATIONS FOR PAYMENT** section of this quote. Invoices must be submitted in triplicate, include **APPENDIX III, PROPERTY DISPOSAL RECEIPT**, and in sufficient detail, to allow for proper pre-audit and post-audit thereof, to the Department's contract manager. The Department will then place the invoice in line for payment. Payment shall be made in accordance with **Section 215.422, Florida Statutes, which states the contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices (ATTACHMENT D, NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER)**. Invoices submitted without **APPENDIX III, PROPERTY DISPOSAL RECEIPT**, shall not be paid.

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**APPLICATIONS FOR PAYMENT**

1. SUMMARY

- A. This section specifies administrative and procedural requirements governing each prime contractor's applications for payment.
  - 1. Coordinate the schedule of values and applications for payment with the contractor's construction schedule, submittal schedule and list of subcontracts.

2. SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of the contractor's construction schedule.
  - 1. Submit the schedule of values to the owner at the earliest possible date but no later than seven (7) days before the date scheduled for submittal of the initial applications for payment.

2. APPLICATIONS FOR PAYMENT

- a. Each application for payment shall be consistent with previous applications and payments as certified by the owner.
- b. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each application for payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- c. Payment-Application Forms: Use **ATTACHMENT E, CONTRACTOR'S REQUEST FOR PAYMENT**, as the form for applications for payment. As provided on this form, a 10% retainer will be withheld from each payment and released at completion of the project upon final approval and acceptance by the owner.

**INSPECTION AND ACCEPTANCE**

Each phase of the services, including quality of work rendered under this contract, is subject to inspection by FDACS during both the contractor's operations and after completion of the tasks. When the contractor is satisfied with the completion of the contract, all required inspections and approvals of permitting authorities have been received and prior to acceptance of any phase of work, the contractor shall submit a written request for an inspection to the contract manager. If the contract manager determines the work is sufficiently complete to warrant an inspection, one shall be performed.

**QUALITY OF MATERIAL**

Manufactured materials incorporated in the project shall be of first quality and shall meet all specifications. The contractor shall submit the manufacturer's certificate of compliance. Before placing an order for material, the contractor shall obtain written approval from the Department's contract manager by submitting four (4) copies of a sufficient description of proposed material (specification, brand name, certificates, catalog cut sheets, etc.).

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**FLORIDA MATERIALS/LABOR**

The contractor's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

**ENERGY-EFFICIENT AND SUSTAINABLE BUILDINGS**

All state agencies, county officials, boards of county commissioners, school boards, city councils, city commissioners and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings and other structures must specify in the contract lumber, timber and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness and quality are equal.

**TAXES**

Although FDACS is not subject to the Florida sales and use tax, any contractor who purchases materials and services, which will be used in the construction of state-owned/operated buildings, will not be exempt from the tax on these materials and services as evidenced by Florida Statutes.

**WEATHER CONDITIONS**

In the event of temporary suspension of work or during inclement weather or whenever the Department's project manager shall direct, the contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from weather. If any work or materials shall have been damaged or injured by reason of failure on the part of the contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the contractor.

**WORKMANSHIP**

All work is to be accomplished by skilled craftsmen complimenting the trade involved. All material used is to be installed in strict accordance with the manufacturer's specifications. Improper installation or poor workmanship will not be accepted.

**CLEAN-UP**

Upon completion of the work, the contractor shall remove all trash and debris from the site and shall leave the premises clean and in a finished condition acceptable to the owner. All equipment removed during the course of the project must be disposed of by the contractor. Departmental dumpsters are not to be used for the disposal of any products in relation to the completion of this project. All debris shall be hauled away and destroyed in an appropriate manner. No hauling fee(s), tipping fee(s), trash fee(s), hazardous waste fee(s) or other related garbage fee(s) shall be charged to the Department.

**MANUFACTURER WARRANTIES**

The vendor shall furnish manufacturer warranties with all equipment or materials purchased by the Department as a result of this quote.

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**CONTRACTOR WARRANTY AND GUARANTEE**

The contractor shall furnish to the Department a one (1) year written guarantee against any defects in materials and workmanship. This guarantee shall be in addition to any manufacturer's warranties. The guarantee shall be provided within ten (10) days from completion of the project. The one (1) year period will start upon satisfactory acceptance of the project by the Department.

**SUBSTANTIAL COMPLETION**

Contractor shall submit, upon substantial completion of this project, an original notarized copy of the certificate of substantial completion (**ATTACHMENT C, CERTIFICATE OF SUBSTANTIAL COMPLETION**). Substantial completion shall mean that the project has been issued a "Certificate of Completion" from the local permitting agency and shall be the start date for warranties. An inspection will be performed, and the contractor will have 30 days in which to complete any final punch list items prior to final close out of the project.

**CERTIFICATE OF CONTRACT COMPLETION**

Contractor is required to submit, upon completion of this project, an original notarized copy of the certificate of contract completion. This form certifies that all materials, labor and other charges against this project have been paid in accordance with the contract; that no liens have been attached against the project; that all Worker's Compensation claims have been settled and that no public liability claims are pending. This form must be submitted to the Department with the invoice before payment will be made (**ATTACHMENT F, CERTIFICATE OF CONTRACT COMPLETION**).

**FINAL PAYMENT**

Before final payment is made, all warranties, invoices, certification of asbestos-free materials, as-builts, contact list, consent of surety, lien releases, other items specific to this project and the certificate of contract completion form (**ATTACHMENT F, CERTIFICATE OF CONTRACT COMPLETION**) shall be provided to FDACS. Any damage to the structure or furnishings shall be repaired or replaced by contractor before invoicing or request for final payment. In accordance with Section 215.422, Florida Statutes, FDACS shall have cause to pay to the contractor the entire unpaid balance of the contract award amount.

**DRUG-FREE WORKPLACE**

Preference shall be given to quotes certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Whenever two or more equal quotes are received by the state or by any political subdivision for the procurement of commodities or contractual services, the quote received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie quotes will be followed if none of the tied vendors have a drug-free workplace program (**ATTACHMENT G, DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION**). If applicable, please sign and return with your quote response.

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

Any person submitting a response to this quote **MUST** execute the enclosed form FDACS-01522, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS, and enclose it with his/her quote or proposal (**ATTACHMENT H, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL**

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**FUNDS).** The Certification for Lobbying is required by 7 CFR Part 3018 for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required by 7 CFR Part 3017 for expenditures \$25,000 and above.

**SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES**

Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, quote on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of quoting on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

When goods or services to be provided are \$1 million or more, Section 287.135, Florida Statutes, requires the Contractor to certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List; 2) on the Scrutinized Companies; with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or 3) engaging in business operations in Cuba or Syria. In order for your quote to be considered responsive, **ATTACHMENT I, CERTIFICATION REGARDING SCRUTINIZED COMPANIES**, must be completed and included in your quote package. The list may be found at

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>. The Department may immediately terminate any contract, as a result of this quote, for cause if the contractor is found to have submitted a false certification.

**AWARD OF IDENTICAL (TIE) QUOTES**

In the event that identical quotes are received, preference shall be given to the quote certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Award shall be determined by using the number of valid vendor complaints on file or by lot; except that the quote/proposal, which relates to commodities manufactured within this state, shall be given preference. The quote of any foreign manufacturer, with a factory in the state employing over 200 employees working in the state, shall have preference over the quote of any other foreign manufacturer.

**PUBLIC ENTITY CRIMES**

A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit a quote on a contract to provide any goods or services to a public entity; may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

**EMPLOYMENT OF UNAUTHORIZED ALIENS**

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this quote:

The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

**CONSTRUCTION PROJECT- SEALED QUOTATION  
QUOTATION #: CQ/PI-19/20-22**

**DISCRIMINATION**

An entity or affiliate, who has been placed on the discriminatory vendor list, may not submit a quote on a contract to provide goods or services to a public entity; may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes on leases of real property to a public entity; may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact any business with any public entity.

**ANNUAL APPROPRIATIONS**

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

**DISQUALIFICATION OF RESPONDENTS**

More than one quote from an individual, firm, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a contractor is interested in more than one quote for the same work will cause the rejection of all quotes in which such contractors are believed to be interested.

If there is reason to believe that collusion exists among the contractors, any or all quotes will be rejected. No participants in such collusion will be considered in future quotes for the same work. Falsifications of any entry made on the contractor's offer will be deemed a material irregularity and will be grounds for rejection.

**REJECTION OF QUOTES**

The Department reserves the right to reject any and all quotes, when such rejection is in the interest of the state of Florida, and to reject the quote of a contractor who the Department determines is not in a position to perform the contract.

**LATE QUOTES**

Quotes received by the Department after the quote opening time and date will be rejected as untimely and will not be opened. A late quote notice will be sent to the contractor upon the posting of award notice with instructions for its return. Unclaimed late quotes will be destroyed after 45 days. Offers from vendors listed on the Department's posted award notice are the only offers received timely in accordance with the Department's quote opening time and date.

**TERMINATION OF CONTRACT**

FDACS reserves the right to terminate the contract, or any portion thereof, for good cause at any time upon written notice to the contractor. A determination of good cause to terminate the contract may include, but is not limited to the following:

1. A single breach of contract of such severe nature as to indicate the inability or unwillingness of the contractor to perform with a satisfactory degree of quality and promptness;
2. A series of deficiencies indicating either (a) willful or (b) negligent and persistent inattention to safety or to compliance with applicable codes;
3. Repetitious failure to make corrections or to otherwise perform after request;
4. Bankruptcy or insolvency of the contractor;

**CONSTRUCTION PROJECT- SEALED QUOTATION**  
**QUOTATION #: CQ/PI-19/20-22**

5. Death or disability of contractor's personnel such that contractor will not be able to perform with the appropriate degree of promptness and quality;
6. Any other condition or circumstances that will prevent contractor from performing with the appropriate degree of promptness and quality;
7. Refusal by the contractor to allow public access to all documents, letters or other material subject made or received by the contractor in conjunction with this contract or subject to the provisions of Chapter 119, Florida Statutes.

**QUOTATION INSTRUCTIONS**

Each contractor must complete the attached quotation price sheet in its entirety. By affixing a manual signature to the quote price sheet, the respondent states that he/she has read all the provisions of the quote package and agrees to the terms, conditions and specifications contained therein.

**EVALUATION AND AWARD**

The Department reserves the right to award to the lowest responsible respondent based upon the **firm fixed total price for the project** as specified herein. As the best interest of the state may require, the Department reserves the right to reject any and all quotes or waive any minor irregularity or technicality in quotes received. When it is determined there is competition to the lowest responsible respondent, evaluation of other quotes is not required. Respondents are cautioned to make no assumptions unless their quote has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum. All other provisions of the awards paragraph, General Conditions, shall prevail.

The Department reserves the right to award, or not award, contract(s) based on the availability of funds.

**QUESTIONS**

Questions regarding quote procedures may be directed to:

Salena Yarbrough  
Florida Department of Agriculture and Consumer Services - Purchasing Office  
407 South Calhoun Street, SB-8 Mayo Building  
Tallahassee, Florida 32399-0800  
Telephone: (850) 617-7181  
Email: [Bids@FreshFromFlorida.com](mailto:Bids@FreshFromFlorida.com)

No negotiations, decisions or actions shall be initiated or executed by the respondent as a result of any discussions with any purchaser or departmental employee. Only those communications, which are in writing from the Department's purchasing office, may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the respondents, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the respondent.

Any questions, correspondence or contact with the Department initiated by the respondent after the quote opening date and prior to posting of intended award must be directed to the purchasing office, attention purchasing director. Department personnel will not discuss quotes or proposed contract activities with respondents during the evaluation period. The Department will not accept any revisions or additions to any quote after the quote opening date.



**CONSTRUCTION PROJECT- SEALED QUOTATION  
QUOTATION #: CQ/PI-19/20-22**

**ADDENDA**

Any change to supplement, modify or interpret any portion of the quote documents during the quote period will be accomplished by the issuance of written addenda to the quote documents, which will be delivered or mailed to all prospective contractors. No interpretation of the meaning of the drawings, specifications or other quote documents and no correction of any apparent ambiguity, inconsistency or error therein will be made orally. Every request for such interpretation and supplemental instruction will be in the form of written addenda to the quote documents. Only the interpretation or correction so given by the Department's purchasing director in writing shall be binding, and prospective contractor are advised that no other source is authorized to give information concerning, to explain or interpret the contractor documents.

**CHANGES TO CONTRACT**

The contractor's performance of work necessary to complete the project is specified herein. Should conditions alter the nature and extent of the work specified in the quote and contract documents cause greater or less cost and/ or time to perform the work specified, an adjustment shall be made by means of a written change order to the contract cost and/or time (**ATTACHMENT B, CHANGE ORDER REQUEST**). It is in the best interest of the state that the contractor performs changes in the work and that quotes not be required if:

- A. Contractor's performance and capability remain satisfactory at time of proposed change order.
- B. The change is within the general scope of the contract, and the contract contains a method of calculating overhead and profit caused by change orders.
- C. The change will reduce either the scope or size of the project or the contract amount.
- D. The change is an integral part of the project and is necessary to correct an unanticipated condition, which is necessary to permit the construction to continue and the contractor will agree to a reasonable negotiated increase in the contract price. The Department will make a determination of the best interest of the state based on these criteria for each proposed change in work.



Florida Department of Agriculture and Consumer Services  
Bureau of General Services

**LIST OF SUBCONTRACTORS**

Nicole "Nikki" Fried  
Commissioner

Listed below are the names, addresses and telephone numbers of any/all subcontractors that will perform work related to this contract.

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

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

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

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

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

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

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

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_



Florida Department of Agriculture and Consumer Services  
Bureau of General Services

## REFERENCES

Nicole "Nikki" Fried  
Commissioner

As per the requirements of quote special condition References, each respondent is required to submit the names, addresses and telephone numbers for three (3) references. References shall be listed below.

In order for your quote to be considered responsive, this form must be completed and included in your quote package.

1. CLIENT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_

2. CLIENT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_

3. CLIENT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_



Nicole "Nikki" Fried  
Commissioner

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

**CERTIFICATION OF SITE VISITATION**

**FOR:** QUOTE NUMBER: CQ/PI-19/20-22

**TITLE:** DEMOLITION, REMOVAL and REPLACEMENT OF MOBILE OFFICE TRAILERS

**LOCATION:** DIVISION OF PLANT INDUSTRY  
1284 Pratt Blvd, LA BELLE, FLORIDA 33935  
SITE CONTACT: MATT BRODIE (239) 593-2775

**OPENING DATE:** SEPTEMBER 26, 2019 @ 2:00 P.M.

This certifies that \_\_\_\_\_  
(NAME)

representing \_\_\_\_\_  
(COMPANY NAME)

has visited property site on \_\_\_\_\_  
(DATE)

In order for a quote to be considered, this **CERTIFICATION** must be completed and included in your quote package.

---

**Florida Department of Agriculture and Consumer Services**

**Department Representative:** \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

# QUOTE PRICE SHEET

**DESCRIPTION**

**FIRM FIXED  
TOTAL PRICE**

Demolition and Removal of Two (2) Mobile Office Trailers and Replace with One (1) New Mobile Office as Specified Herein

\$ \_\_\_\_\_

Alternate 1  
Storage Shed as Specified Herein

\$ \_\_\_\_\_

**ACKNOWLEDGE ADDENDUM(S):** \_\_\_\_\_

By affixing signature to this **QUOTE PRICE SHEET**, vendor acknowledges reading and agrees to accept all terms, provisions and conditions in this construction quote package.

**RESPONDENT'S NAME:** \_\_\_\_\_

**SIGNATURE (MANUAL):** \_\_\_\_\_

**SIGNATURE (PRINTED):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_

**FEID/SSN:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**\*\*\*Please submit two (2) copies of all quote documents, including Quote Price Sheet. \*\*\***



ATTACHMENT A
Florida Department of Agriculture and Consumer Services
Bureau of General Services

AGREEMENT BETWEEN DEPARTMENT AND CONTRACTOR

NICOLE "NIKKI" FRIED
COMMISSIONER

STATE PROJECT NO.:
STATE MINORITY VENDOR DESIGNATION

FDACS PROJECT NAME AND LOCATION:

DRAWINGS:

SPECIFICATIONS:

ADDENDA:

THIS AGREEMENT

made this day of in the
year .

BY AND BETWEEN

Florida Department of Agriculture and Consumer Services
hereinafter called the Department, and

hereinafter
called the Contractor.

The Department and the Contractor agree as set forth below.

ARTICLE 1. THE CONTRACT DOCUMENTS - The Contract
Documents consists of this Agreement, the Contractor's
proposal, all terms, conditions, and specifications of the
Invitation to Bid, Drawings, and all Addenda issued prior to
execution of this Agreement. These form the Contract, and all
are as fully a part of the Contract as if attached to this Agreement
or repeated herein. An enumeration of the drawings,
specifications and addenda is as follows:

In the event of a conflict in the provisions of said Contract
Documents, or any of them that are not an allowed and intentional
modification or Change Order, the provisions of the Invitation to Bid
shall control.

ARTICLE 2. THE WORK - The Contractor shall perform all the work
required by the Contract Documents for items as specified in the

ARTICLE 3. CONTRACT SUM - The Department shall pay the
Contractor for the performance of the work, subject to additions and
deductions by Change Order as provided in the Conditions of the
Invitation to Bid, in current funds, the Contract Sum of

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

APPROVED:

APPROVED:

By: Corporate President's Signature

By: Director of Administration

ATTEST:

AS WITNESSED:

By: Corporate Secretary's Signature

By: Witness

AS WITNESSED:

APPROVED AS TO FORM AND LEGALITY:

By: Witness

By: Office of the General Counsel

CORPORATE SEAL



NICOLE "NIKKI" FRIED  
COMMISSIONER

**ATTACHMENT B**  
 Florida Department of Agriculture and Consumer Services  
 Division of Administration  
 Bureau of General Services

**CHANGE ORDER REQUEST**

**From:**

*(Contractor)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**To:**

*(Division Contract Manager)*

Florida Department of Agriculture and Consumer Services  
 Division of Administration  
 Bureau of General Services  
 407 South Calhoun Street  
 Tallahassee, Florida 32399

Date From:
Date To:
Change Order No:
FDACS Contract or PO No:
FDACS Complete Project Name:

The Contract is changed as follows:

DESCRIPTION OF CHANGE (Attach additional pages if required)	Decrease	Increase
Subtotal	\$ -	\$ -
Total Net Add/(Deduct)	\$ 0.00	

Contract Time			Contract Amounts	
	Days	SUBSTANTIAL COMPLETION		
Original Contract Period			Original Contract Sum	
Contract Period Prior To This CO			Net Change By Previously Approved CO	
Change Requested Add/(Deduct)			Contract Sum Prior To This CO	\$ -
New Contract Period Including This CO	0		This CO Add/(Deduct)	\$ -
			New Contract Sum Including This CO	\$ -

This Change Order Request will become an Amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor hereby releases Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. Except as provided by this Change Order, the contract remains in full force and effect.

<b>CONTRACTOR</b>	FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	Joey B. Hicks, Director of Administration
<i>Date</i>	<i>Date</i>



NICOLE "NIKKI" FRIED  
COMMISSIONER

# ATTACHMENT C

Florida Department of Agriculture and Consumer Services  
Division of Administration  
Bureau of General Services

## CERTIFICATE OF SUBSTANTIAL COMPLETION

**From:**

*(Architect/Engineer)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To:**

*(Division Contract Manager)*

Florida Department of Agriculture and Consumer Services  
Division of Administration  
Bureau of General Services  
407 South Calhoun Street  
Tallahassee, Florida 32399

FDACS Contract or PO No:
FDACS Complete Project Name:
Certificate of Occupancy Date: (OR COMPLETION CERTIF. DATE)
Date of Substantial Completion:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the project or portion thereof designated below is hereby established as entered above.

THE PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Below (or attached hereto) is a list of items to be completed or corrected by the Contractor. The omission of items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO BE COMPLETED BY ARCHITECT/ENGINEER THROUGH	SUBSTANTIAL COMPLETION DATE	DATE	DAYS	LIQUIDATED DAMAGES
1.	Notice to Proceed (N.T.P)			<i>Insert Number Only for Damages Per Day</i>
2.	Time Specified in Original Contract for Substantial Completion			
3.	Time Extension Granted by Change Orders			
4.	Total Days Allowed to Substantial completion (Add Lines 2 and 3)			
5.	Substantial Completion date & <b>actual</b> days from N.T.P. through Substantial Completion date			
6.	Substantial Completion Date Overrun (Subtract Line 4 from 5 and Enter Overrun. If line 5 less than line 4, enter 0.)			\$ -

ARCHITECT- ENGINEER	CONTRACTOR	OWNER
The work under this contract as stated above is Substantially Complete on the Date set above in accordance with the terms of the contract.	The work under this contract as stated above is Substantially Complete on the Date set above in accordance with the terms of the contract. The Contractor will complete or correct the work on the list of items above (or attached hereto) within the time prescribed in the contract from the above Date of Substantial Completion.	The Owner acknowledges the work or designated portion thereof as substantially complete on the date indicated above..
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>
<i>Title</i>	<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>	<i>Date</i>
<i>Print Name</i>	<i>Print Name</i>	<i>Print Name</i>



# **ATTACHMENT D**

## **STATE OF FLORIDA**

### **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

#### **NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER**

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty of .02740 percent per day will be due and payable, in addition to the invoice amount, to the vendor. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline at 1-877-693-5236 or (850) 413-3089.



**ATTACHMENT E**  
 Florida Department of Agriculture and Consumer Services  
 Division of Administration  
 Bureau of General Services

NICOLE "NIKKI" FRIED  
 COMMISSIONER

**CONTRACTOR'S REQUEST FOR PAYMENT**

**From:**  
 \_\_\_\_\_  
 (Contractor)  
 \_\_\_\_\_  
 \_\_\_\_\_

Date From:
Date To:
Pay Request No:
FDACS Contract or PO No:
FDACS Complete Project Name:

**To:** (Division Contract Manager)  
 Florida Department of Agriculture and Consumer Services  
 Division of Administration  
 Bureau of General Services  
 407 South Calhoun Street  
 Tallahassee, Florida 32399

CHANGE ORDER SUMMARY			
Change Order totals previously approved by Owner		ADDITIONS	DEDUCTIONS
Total Approved this Request			
Number	Date Approved		
<b>CURRENT TOTALS</b>		\$ -	\$ -
Net change by Change Orders		--	

CONTRACT AMOUNT SUMMARY	
1. Original Contract Sum.....	
2. Net Change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (line 1 ± 2).....	\$ -
4. Total Completed & Stored to Date (EARNED)..... <small>(column G on continuation sheet)</small>	\$ -
PERCENT COMPLETE _____	
5. Retainage:	
a. 10% WORK COMPLETED	\$ -
b. 10% STORED MATERIALS	\$ -
<b>Total Retainage</b> .....	\$ -
<small>(line 5a + 5b or total in column I on continuation sheet)</small>	
6. Total Earned Less Retainage.....	\$ -
<small>(line 4 less line 5)</small>	
7. Less Previous Billings.....	
<small>(line 6 from prior certificate)</small>	
8. CURRENT PAYMENT DUE	\$ -
9. Balance To Complete Including Retainage <small>(line 3 less line 6)</small>	\$ -

CONTRACT TIME SUMMARY	
Base Contract Calendar Days:	_____
Adjusted Days by Change Order:	_____
Revised Contract Days:	_____
Elapsed Days to Date:	_____
Net Days Remaining:	_____
Estimated Days Ahead (+) or Behind (-):	_____

**CERTIFICATION BY THE CONTRACTOR:** I certify that all items and amounts on this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the contractor by the Owner. Further, I agree to promptly pay each materialmen, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

**CONTRACTOR**

(Signature)

(Title, company name, date)

ARCHITECT- ENGINEER CERTIFICATE FOR PAYMENT	APPROVED
I certify that I have investigated and verified this Progress Payment Application; that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site; that all work and materials included in this Certificate have been observed by me or by my authorized assistants; that all work has been performed and material supplied in full accordance with the terms of this Contract; and I approve for payment the amount noted above.	Contract Manager verification of payment for:
Signature of Architect/Engineer _____ Date _____	Signature of Division Contract Manager _____ Date _____
Print Architect/Engineer Name _____ Date _____	Print Division Contract Manager Name _____ Date _____



**ATTACHMENT F**  
 Florida Department of Agriculture and Consumer Services  
 Division of Administration  
 Bureau of General Services

NICOLE "NIKKI" FRIED  
 COMMISSIONER

**CERTIFICATE OF CONTRACT COMPLETION**

**From:** \_\_\_\_\_  
 (*Architect/Engineer*)  
 \_\_\_\_\_  
 \_\_\_\_\_

**To:** (*Division Contract Manager*)  
 Florida Department of Agriculture and Consumer Services  
 Division of Administration  
 Bureau of General Services  
 407 South Calhoun Street  
 Tallahassee, Florida 32399

FDACS Contract or PO No:
FDACS Complete Project Name:
Final Contract or PO Total Amount INCLUDING Total Liquidated Damages Below:
Date of Final Completion:

TO BE COMPLETED BY ARCHITECT/ENGINEER THROUGH FINAL COMPLETION DATE	DATE	DAYS	LIQUIDATED DAMAGES
1. Amount of Liquidated Damages at Substantial Completion date			
2. Time Specified in Original Contract between Substantial Completion & Final Completion			<i>Enter Number Only For Damages Per Day</i>
3. Time Extension Granted by Change Orders			
4. Total Days Allowed Between Substantial & Final Completion (Add Lines 2 and 3)			
5. Contract Complete date & <b>actual</b> days between Substantial and Final Completion			
6. Final Completion Overrun (Subtract Line 4 from 5 and Enter Overrun. If line 5 less than line 4, enter 0.)			\$ -
Total Liquidated Damages (Substantial + Final Completion)			\$ -

CONTRACTOR'S AFFIDAVIT	ARCHITECT- ENGINEER CERTIFICATE	DEPARTMENT'S CERTIFICATE
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 attributable to the 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 Workman's Compensation claims are covered by Workman's Compensation Insurance as required by law; and that all public liability claims are covered by insurance.	I CERTIFY that the work under the above contract has been satisfactorily completed on the date set forth in accordance with the terms of the contract.	I CERTIFY that the work on the above named project has been satisfactorily completed under the terms of the contract.
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>
<i>Title</i>	<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>	<i>Date</i>
<i>Print Name</i>	<i>Print Name</i>	<i>Print Name</i>

STATE OF: \_\_\_\_\_  
 COUNTY OF: \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_  
(name & title of officer/agent)  
 who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Notary signature)  
 \_\_\_\_\_  
(Notary name or stamp)

## ATTACHMENT G



NICOLE "NIKKI" FRIED  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

### **DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION**

**IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:**

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

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

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**VENDOR'S SIGNATURE**

# ATTACHMENT H

Florida Department of Agriculture and Consumer Services  
Division of Administration



NICOLE "NIKKI" FRIED  
COMMISSIONER

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

### LOBBYING

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

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

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

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

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### DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

# ATTACHMENT I

Florida Department of Agriculture and Consumer Services  
Division of Administration



## CERTIFICATION REGARDING SCRUTINIZED COMPANIES

NICOLE "NIKKI" FRIED  
COMMISSIONER

Certification Regarding Scrutinized Companies that Boycott Israel List and Engage in a Boycott of Israel	
<p>I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Section 287.135, Florida Statutes, and certify the company:</p> <ol style="list-style-type: none"><li>1. Is not listed on the Scrutinized Companies that Boycott Israel list or</li><li>2. Does not participate or engage in a boycott of Israel.</li></ol> <p>The List of Scrutinized Companies that Boycott Israel can be located on the State Board of Administration of Florida's website at <a href="https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx">https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx</a></p> <p>I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees and other penalties and consequences as provided by Section 287.135, Florida Statutes.</p>	
Signature of Authorized Representative:	Date:

Certification Regarding Scrutinized Companies List And Business Operations in Cuba/Syria	
<p>I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed Florida Laws Chapter 2018-52 (revising Section 287.135, Florida Statutes) and Section 287.135, Florida Statutes, and certify the company:</p> <ol style="list-style-type: none"><li>1. Is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and</li><li>2. Does not have business operations in Cuba or Syria.</li></ol> <p>The Scrutinized List of Prohibited Companies can be located on the State Board of Administration of Florida's website at <a href="https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx">https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx</a></p> <p>I understand that Section 287.135, Florida Statutes, prohibits Florida state agencies from contracting for goods or services over \$1,000,000, with companies on either List or that are engaged in business operations in Cuba or Syria, and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees, and other penalties and consequences as provided by Section 287.135, Florida Statutes.</p>	
Signature of Authorized Representative:	Date: