



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

INVITATION TO BID: **FWC 18/19-77**
 TITLE: **MANATEE DISTRIBUTION SURVEYS – AERIAL SERVICES**

INVITATION TO BID/BIDDER ACKNOWLEDGEMENT FORM

Purpose: The intent of this bid is to obtain competitive hourly pricing for all Cessna 172 and 182 models which shall include pilot services and fuel, per the specifications contained herein. Only responsive and responsible Contractors will be considered for award of this Invitation to Bid (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: _____ Email: _____

Federal Employer Identification Number: _____

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 WILDLIFE CONSERVATION COMMISSION



FWC 18/19-77

INVITATION TO BID – CALENDAR OF EVENTS

| SCHEDULE | DUE DATE | METHOD |
|---|---|--|
| Bid Advertised | February 18, 2019 | Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu |
| Deadline for Questions | Must be received PRIOR to: February 25, 2019 @ 5:00 PM | See Deadline for Questions Clause |
| Anticipated date for Responses to Written Questions | March 4, 2019 | Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu |
| SEALED BIDS DUE (REMEMBER: Bid number should be clearly marked on envelope) | Must be received PRIOR to: March 7, 2019 @ 1:30 PM | Submit BEFORE the due date and time to the following address: |
| Public Bid Opening | March 7, 2019 @ 1:30 PM | Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East Tallahassee, Florida 32301 |
| Anticipated Date of Intended Award | March 13, 2019 | Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu |

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 (6) 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. 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," "Agreement" and "Purchase Order" are used interchangeably in the document.
- The terms "Commodities" and "Goods" are used interchangeably in the document.

TERMS AND CONDITIONS

PUR 1000 and PUR1001 are hereby incorporated by reference. PUR1000 and PUR1001 can be found at the Department of Management Services website at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms

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.

The terms and conditions of **the Sample Contract**, are hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in **Attachment A**.

TERM

The contract will be effective **two years upon issuance of Contract.**

Project shall be completed by the Contractor by the Completion Date of **April 15, 2021**. 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.

SCOPE CHANGES AFTER CONTRACT EXECUTION

The Commission shall provide written notice to the successful bidder thirty (30) days in advance of any Commission required changes to the technical specifications and/or scope of service that affect the successful bidder's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

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 email with the solicitation number in the subject line. 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 (http://vbs.dms.state.fl.us/vbs/main_menu).

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Jackie McNealy, Procurement Manager
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
jackie.mcnealy@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 Commission 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 (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. 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**, 2590 Executive Center Circle East, Suite 100, Tallahassee, Florida, 32301. **BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME 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 (3) workdays prior to the opening.

MAILING INSTRUCTIONS

All bids shall be submitted in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, 2590 Executive Center Circle East, Suite 100, 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 as the Contract Manager 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, complete 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.

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. **Each Bidder is responsible for monitoring the Vendor Bid System website (http://vbs.dms.state.fl.us/vbs/main_menu) 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.

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. If two (2) 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 ITB, 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 the subsequent 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.

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 C)** and the contract shall be deemed completed upon the issuance date of such Certificate.

SUBCONTRACTS

Subcontracting **IS NOT** permitted pursuant to the Terms and Conditions of the **Contract**.

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 **Contract** 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".

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, F.S.; 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, F.S. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org> or <http://dos.myflorida.com>.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.045, Florida Administrative Code (F.A.C.), and Section 287.042(16), F.S., other State of Florida agencies may purchase from the resulting contract of this ITB, 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 ITB contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

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, F.S. 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 thirty (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.

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 http://vbs.dms.state.fl.us/vbs/main_menu, 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), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

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 thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

REFERENCES

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: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

CONTRACTOR NAME

AUTHORIZED SIGNATURE

SCOPE OF WORK

MANATEE DISTRIBUTION SURVEYS – AERIAL SERVICES

1. DESCRIPTION OF GOODS/SERVICES PROCURED, OR PROJECT WORKPLAN

A. BACKGROUND

Marine mammal biologists from Florida Fish and Wildlife Conservation Commission (COMMISSION) and other agencies use systematic aerial distribution surveys to determine the seasonal distribution and relative abundance of manatees. Aerial surveys are sometimes flown to document the abundance and distribution of dolphins, right whales, and sea turtles.

Surveys are typically conducted in nearshore waters around the state. Flights are usually between five and six hours long and are most commonly flown every two weeks for two years. Most surveys are flown from small, four-seat, high-winged airplanes (Cessna 172 or 182) flying at a height of 150 m (500 ft) at a speed of 130 km/hr. (80 mph). The flights are designed to maximize manatee counts by concentrating on shallow nearshore waters, where manatees and their primary food source, seagrasses, are located. Flight paths are parallel to the shoreline, and when manatees are sighted, the airplane circles until the researcher(s) onboard are able to count the number of animals in each group. Right-hand turns or circles are made when possible as to provide the observer(s) with the greatest available opportunity to view from the right side of the aircraft. Researchers usually do not survey deeper waters. In urban areas or where waters are particularly opaque, some studies are conducted using small helicopters.

All aerial data are recorded on maps and entered into the Fish and Wildlife Research Institute's Marine Resources Geographic Information System (MRGIS) for spatial analysis. Survey data in the MRGIS are used as a primary source of data for management planning.

B. DESCRIPTION OF GOODS/SERVICES

Purpose - The awarded CONTRACTOR shall conduct low level manatee aerial surveys for the Fish and Wildlife Foundation of Florida (FOUNDATION). The Florida Fish and Wildlife Conservation Commission's (COMMISSION) Imperiled Species Management Section will serve as the Principle Investigator and will be overseeing all services.

The FOUNDATION is seeking hourly bid prices for all Cessna 172 and 182 models which shall include pilot services, and fuel.. Ground time due to weather delays, may be compensated at \$60 per hour at the discretion of COMMISSION. For consistency in the surveys we request the services of a single dedicated pilot and a back-up pilot. Included in the following section is the FOUNDATIONS's estimate of total hours needed for the project. The FOUNDATION reserves the right to modify the scope of work due to unforeseeable circumstances, budgetary constraints, or changes in survey objectives.

Work to Be Performed - The awarded CONTRACTOR shall conduct two [2] reconnaissance flights in March 2019, one [1] series of manatee distribution surveys along the coast of the Florida panhandle between April 2019 and March 2021 with surveys generally occurring once or twice per month (totaling 36 surveys), and two [2] contingency flights if needed. The survey will cover coastal areas from the Aucilla and Wakulla Rivers to Apalachicola Bay and Lake Wimico. Flights will start and end at Tallahassee International Airport. The project will require approximately 200 survey hours (approximately 5.5 hrs./aircraft/survey including commute to/from the survey area each trip). Pilots will be asked to fly at an altitude of 750 feet and a speed of 80-90 knots in the general pattern of a predetermined flight path (navigating off of a flight line). All pilots must meet the minimum experience requirements (see section 4. Performance), and preference will be given to pilots with prior wildlife survey experience. Pilots will be required to navigate around towers and other structures and to perform tight orbits when manatees are encountered. Pilots should be able to understand the general scientific mission of the survey. Pilots and aircraft shall reschedule on short notice should weather conditions impede the quality of the survey.

C. SUPPORT OF COMMISSION'S MISSION

The Imperiled Species Management Section of the Florida Fish and Wildlife Conservation Commission (COMMISSION) is responsible for the management and conservation of the Florida manatee through scientific research, education, and management. Biologists at COMMISSION help conserve Florida manatees by identifying and reducing causes of mortality, disturbance and injury; by protecting essential habitats needed by manatees; by monitoring the population status of these threatened animals; and by coordinating activities needed to protect manatees.

Our scientists use a variety of methods to assess and monitor the current and future status of the Florida manatee population. Population assessments currently include: a) conducting manatee counts at winter aggregation sites; **b) aerial surveys to determine regional distribution of manatees and to assess habitat use;** and c) estimating survival, population growth, and reproductive rates through photo-identification and genetic identification. Assessments also include estimates of risk to the population, including projected declines in population size and the probability of persistence into the future (i.e., risk of extinction).

2. DELIVERABLES

All contracted aerial surveys must be completed to the satisfaction of the Florida Fish and Wildlife Conservation Commission staff and approved by the FOUNDATION's Project Manager:

- A. Using certified aircraft of the make and model, and number stated within this document.
- B. On the dates and times specified by COMMISSION staff (all surveys, including all survey segments, must be fully completed on the date and time schedule requested).
- C. By qualified pilots with prior wildlife aerial survey experience (see pilot qualifications below) who have the ability to perform the tasks of safely and precisely navigating a predetermined flight path on a printed map, maintaining altitude and speed, and orbiting groups of manatees to facilitate counting them.

- D. One [1] to two [2] reconnaissance flights to take place in March 2019.
- E. Thirty-six [36] survey flights will take place between April 2019 and March 2021.
 - i. COMMISSION staff will schedule flights every two [2] to four [4] weeks depending on the season.
 - ii. In the event of a cancelled flight (e.g., due to weather), a make-up flight is to be scheduled as soon as possible to maintain intermediate timing in between flights.
 - iii. Day-of cancellation is to be agreed upon and determined as far in advance of the scheduled flight time as possible as to avoid unnecessary travel for both parties.
- F. Maximum of two [2] additional contingency flights to take place at any point within the afore-mentioned survey period if needed.
- G. Following a specific, pre-determined aerial survey flight path covering coastal areas from the Aucilla and Wakulla Rivers to Apalachicola Bay and Lake Wimico, as depicted in Attachment A.
- H. Beginning and concluding at the Tallahassee International Airport.

3. FINANCIAL CONSEQUENCES

If surveys are not completed per the terms of this contract or are not completed to the satisfaction of COMMISSION staff, payment will be withheld until a replacement survey that is deemed satisfactory by COMMISSION staff is conducted by the contractor. The FOUNDATION and COMMISSION reserve the right to terminate the contract if COMMISSION staff feel that the CONTRACTOR does not provide adequate services.

4. PERFORMANCE

A. CERTIFICATIONS

The aircraft must be certified in the normal or utility category and the requirements of FAR 91.7 and 91.203 shall be met. Inspections and maintenance shall be in accordance with FAR Parts 43 and 91. Operations shall be conducted in accordance with the operation limitations of the aircraft airworthiness certificate.

B. AIRCRAFT AND PILOTS

The CONTRACTOR shall have available for manatee surveys:

- i. Airworthy aircraft and equipment that comply with all Airworthiness Directives that is capable of transporting the pilot and two (2) surveyors.
- ii. Minimum of one [1] GPD-equipped Cessna 172 or 182 aircraft with collision avoidance system available on each survey day.
- iii. Aircraft is operable, free of damage, and in good repair. Any collision (minor bumps and scrapes on the aircraft) shall be within manufacturers of FAA acceptable limits. Aircraft systems and components shall be free of leaks except within limitations specified by the manufacturer. All windows and windshield must be clean and free of cracks or anything that impairs visibility. Front right window must be able to be opened, and hinge removed so that the window can open to at least a 90-degree angle to the door.

- iv. Aircraft maintains regular inspection at least every 100 flight hours.
- v. All seats must be equipped with shoulder restraints.
- vi. A standard aviation head-set available for each observer (maximum of two).

Pilot shall:

- i. Possess a current U.S. commercial pilot certificate with ratings appropriate to the category and class aircraft (Cessna 172 or Cessna 182) to be used under the terms of the waiver.
- ii. Have at least 500 hours as pilot-in-command (PIC) logged.
- iii. Have a minimum of 100 hours in the category and make of aircraft to be used.
- iv. Be experienced with low altitude, slow speed, circling flight.
- v. Have previous experience conducting wildlife aerial surveys (or the ability to demonstrate experience equivalent to wildlife surveys).
- vi. Be responsible for operating the aircraft within its operating limits and for the safety of the aircraft, its occupants, and cargo. The pilot shall comply with the directions of COMMISSION staff, except when in the pilots' judgement the activity is either deemed unsafe or will be a violation of applicable federal or state regulations or agreement provisions. The pilot shall refuse any flight or landing which is considered hazardous or unsafe.
- vii. Be responsible for coordinating all airspace requirements for the scheduled survey area (e.g., operating over or near power plants, military bases, airports).

Other stipulations:

- i. CONTRACTOR may be asked to submit an experience resume for each available pilot.
- ii. Pilot(s) may be asked to meet with COMMISSION prior to the scheduled flights to discuss the mission.
- iii. Any pilot who has not flown a COMMISSION sponsored wildlife survey may be asked (at CONTRACTOR's expense) to demonstrate proficiency during an initial evaluation with either COMMISSION staff in charge or with another pilot with COMMISSION wildlife survey experience or both.
- iv. COMMISSION reserves the right to refuse the service of any pilot who does not meet the aforementioned requirements, or who does not perform in a satisfactory manner.

Mandatory Documentation Submittals:

It is **mandatory to submit and clearly label the following documentation with this contract agreement.** Failure to submit this information will result in the termination of the contract.

- **PHOTOCOPIES OF AIRCRAFT REGISTRATION AND/OR NOTORIZED STATEMENTS INDICATING VENDOR HAS ACCESS TO LEASED AIRCRAFT TO COVER THE NEEDS FOR THOSE FLIGHTS FOR WHICH A CONTRACT WAS AGREED UPON.**

- PHOTOCOPIES OF CURRENT STANDARD AIRWORTHINESS CERTIFICATES FOR ALL AIRCRAFT THAT WILL BE USED IN CONJUNCTION WITH THIS CONTRACT.
- PHOTOCOPIES OF MAINTENANCE RECORDS AND/OR INSPECTION LOGS FOR ALL AIRCRAFT THAT WILL BE USED IN CONJUNCTION WITH THIS CONTRACT.
- PHOTOCOPIES OF FAA CERTIFICATES OF PILOTS WHO WILL BE FLYING UNDER THIS CONTRACT.
- PHOTOCOPIES OF FAA AIRMAN DETAILS REPORT.
- PHOTOCOPIES OF CURRENT CLASS II MEDICAL CERTIFICATES OF PILOTS WHO WILL BE FLYING UNDER THIS CONTRACT.
- PHOTOCOPIES OF LOG BOOKS AND/OR NOTORIZED STATEMENTS INDICATING PILOTS MEETING THE EXPERIENCE REQUIREMENTS WHO WILL BE FLYING UNDER THIS CONTRACT.
- PHOTOCOPIES OF CERTIFICATE(S) OF INSURANCE WITH AT LEAST ONE DOCUMENT LISTING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AS THE CERTIFICATE HOLDER.

5. COMPENSATION AND PAYMENT

A. COMPENSATION

FOUNDATION will be billed for hours flown (based on the aircraft Hobbs meter) up to a maximum of \$47,000.00 worth of aircraft hours. Pilots will be expected to confirm the Hobbs reading with COMMISSION staff at the start and end of the survey. FOUNDATION will be billed only when COMMISSION staff are aboard the aircraft (unless approved by the FOUNDATION's Project Manager or COMMISSION staff in charge). FOUNDATION shall not be billed for flight hours associated with aircraft relocation or maintenance.

B. INVOICE SCHEDULE

It is understood and agreed that FOUNDATION has an interest in this Contract by virtue of the MOA between the FOUNDATION and COMMISSION which provides the funding for this Contract. FOUNDATION agrees to pay the Contractor on a cost reimbursement basis up to the maximum of \$47,000.00 for flight services, itemized fuel surcharges and related non-flight travel expenses for service provided under this Contract as described in the Scope of Work (SOW). Compensation for flights will be calculated by using the hourly flight-cost rates approved by FOUNDATION's Project Manager multiplied by the hours flown. The FOUNDATION shall not provide advance payment except as provided below. The Contractor will be paid upon receipt and approval by the FOUNDATION's Project Manager of the invoice, a certification from

the FOUNDATION Project Manager that the payment is due in accordance with this Contract, and other documentation required by this Contract or the FOUNDATION Project Manager, including but not limited to any invoices, receipts, or other evidence of expenditures by the Contractor related to this Contract. Invoices shall be submitted no more than once a week throughout the term of this Contract. The invoice and other documents submitted with the payment request by the Contractor shall contain detail sufficient for a proper pre-audit and post-audit thereof. The Contractor's FEID must appear on the invoice. An original and three (3) copies of each invoice and other documentation shall be submitted. Failure to submit completed invoices, receipts, or other evidence of expenditures and any documentation required by the FOUNDATION Project Manager shall result in denial of payment or, if payment has been made, reimbursement by the Contractor of the amount paid by FOUNDATION related to the expenditures for which the Contractor has not provided sufficient documentation. The determination of what constitutes sufficient documentation shall be made in the sole discretion of the FOUNDATION Project Manager. Failure to comply with these guidelines shall be grounds for termination of this Contract.

The compensation herein recited is exclusive. Travel and incidental expenses are included in the fixed price amount above, and no additional travel or incidental expenses shall be compensated.

COMMISSION shall not be responsible for any direct payments to the CONTRACTOR under this Contract.

6. INSURANCE

Additional insurance requirements are listed below:

- A. Worker's Compensation: The CONTRACTOR will either be self-insured for Worker's Compensation Claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance, with limits not less than \$1,000,000 per employee per accident, for all its employees connected with the work of this project to the extent required by law. The CONTRACTOR shall require its subcontractors similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR.
- B. Liability: The CONTRACTOR warrants and represents that has obtained and shall keep current liability insurance with liability limits appropriate for any risks associated with the CONTRACTOR'S business and performance of this Contract; and that such insurance offers protection applicable to the CONTRACTOR's officers, employees, servants, and agents while acting within the scope of their employment with the CONTRACTOR. The CONTRACTOR shall at the request of the FOUNDATION obtain a certificate from its insurer indicating the COMMISSION as additional insureds under the CONTRACTOR's insurance policy.
 - i. Aviation Liability:
 - a) Bodily injury and property damage for aircraft owned, leased, hired and non-owned, which are used to perform the Services

- b) At least \$2,000,000 per occurrence combined single limit aircraft liability, subject to \$250,000 passenger sub-limit
 - c) At least \$15,000,000 excess aircraft liability insurance, excluding occupants
 - d) For passengers:
 - At least \$250,000 bodily injury per passenger
 - At least \$10,000 medical expenses per person, subject to \$100,000 aggregate
- ii. Commercial General Liability:
- a) At least \$2,000,000 products/completed operations aggregate
 - b) At least \$2,000,000 general aggregate
 - c) Bodily injury and property damage coverage includes bodily injury and/or property damage resulting from the drift of applies chemicals
 - d) At least \$10,000,000 per occurrence
- iii. Auto Insurance:
- a) Automobile liability insurance covering all owned and non-owned vehicles used in performing the work, with a liability limit of at least \$1,000,000 per occurrence.

CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY.

Price quoted shall not contain any Federal or State sales or use taxes. The bidder recognizes that the State of Florida, by 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., F.S., EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED (SEE RENEWAL CLAUSE).

Hourly Flight Rate (shall include pilot services, and fuel): \$ _____

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

Contractor: _____

Title: _____

Address: _____

City/State/Zip: _____

Signed: _____

Phone: _____

Print Name: _____

Fax: _____

FWC 18/19-77

ATTACHMENT A

SAMPLE CONTRACT
STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

CONTRACT No. [Click here to enter Contract Number](#)

The FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” [Click here to enter Contractor Name.](#), [Click here to enter contractor FEID #.](#), whose address is [Click here to enter Contractor’s address.](#), hereinafter “**Contractor**”, and The FISH AND WILDLIFE FOUNDATION OF FLORIDA, whose address is 2574 Seagate Drive, Suite 100, Tallahassee, FL 32301, hereafter “**Foundation**”; collectively, “**Parties**”.

INTRODUCTORY CLAUSES

The Commission, Foundation and Contractor intend to partner together to [Click here to enter a brief project/service description.](#);

The Commission has awarded this Contract [Click here to enter bid number or hit the space bar if the contract is not pursuant to a bid.](#) pursuant to the requirements of Sections 287.055 or 287.057, Florida Statutes; and

Such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

1. PROJECT DESCRIPTION.

The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor’s response to the Commission’s solicitation is hereby incorporated by reference.

2. PERFORMANCE.

- A. 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 pursuant to paragraph eleven (11) Remedies, below, in the event Contractor's ability to perform under this Contract becomes compromised.

B. 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.

C. 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.

D. 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.

3. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by all Parties or [Click here to specify date.](#) (whichever is later) and end [Click here to specify date.](#), inclusive. Neither the Commission nor Foundation shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

- B. **Renewal – Competitive Procurement.** If this Contract was competitively procured pursuant to Section 287.057, Florida Statutes, the renewal price(s) must be set forth in the Contractor’s response to the Commission’s bid document. The renewal price(s) for this Contract are included in the Scope of Work. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

- C. **Renewal – Exceptional Purchase.** If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

- D. **Renewal – Professional Services.** If this Contract was competitively procured pursuant to Section 287.055, Florida Statutes, it may be renewed only to the extent and for the length of time the Request for Statement of Qualifications this Contract was procured under allows. In no case shall renewal exceed three (3) years, or a total term in excess of the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

- E. **Renewal Period.** This Contract Choose one of the following to complete this sentence:.

- F. **Extension.** If this is a contract for contractual services, any extension of this contract as provided for in the Scope of Work, Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

4. COMPENSATION AND PAYMENTS.

- A. **Compensation.** As consideration for the services rendered by the Contractor under the terms of this Contract, the Foundation shall pay the Contractor Choose one of the following to complete this sentence.[Click here to enter an amount.](#)

- B. **Payments.** The Foundation shall pay the Contractor for satisfactory performance of the tasks identified in the Scope of Work, Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission’s Contract Manager, identified in paragraph ten (10), below. Unless otherwise specified in the Scope of Work, Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the

goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in the Scope of Work, Attachment A, a final invoice shall be submitted to the Foundation and Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must be obligated, and all work completed by the Contractor by the end of the Contract period identified in paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically to the attention of the Foundation's and Commission's Contract Managers identified in Paragraph ten (10). If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Contractor acknowledges that the Foundation's and Commission's Contract Managers shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Travel Expenses.** If authorized in the Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- E. Prohibition against Using Contract Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility.
- F. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.
- G. Professional Services – Truth-In-Negotiation Certificate.** If this Contract is for professional services and contains a lump-sum or a cost-plus-a-fixed-fee form of compensation which exceeds the threshold of Category Four (**\$195,000.00**) as provided in Section 287.017, F.S., then:

 - a. The Contractor must execute a Truth-in-Negotiations Certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting, pursuant to Section 287.055(5), F.S.
 - b. The original contract price and any additions will be adjusted to exclude any significant sums by which the Commission determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates. All such contract adjustments must be made within one (1) year following the end of this Contract.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., governing time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Scope of Work, Attachment A, specifies otherwise.

Invoices returned to a vendor 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.

5. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayments to Contractor.** Contractor shall return to the Foundation any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by the Foundation. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Foundation. In the event that the Foundation or Commission first discovers an overpayment has been made, the Foundation or Commission will notify Contractor in writing. Should repayment not be made in a timely manner, the Foundation shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Foundation's Contract Manager and made payable to the "The Fish and Wildlife Foundation of Florida."
- B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.** If Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and the Commission, Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

- A.** If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission

staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Scope of Work, Attachment A.

8. TERMINATION.

- A. **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.
- B. **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.
- C. **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.
- D. **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.
- E. **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.

9. REMEDIES.

- A. **Financial Consequences.** In accordance with Section 287.058(1)(h), F.S., the Scope of Work, Attachment A, contains clearly defined deliverables. If Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, Attachment A, 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, Attachment A.

- B. 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.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

FOR THE COMMISSION:

Contract Manager

[Click here to enter Name.](#)

[Click here to enter Title](#)

[Click here to enter Facility](#)

[Click here to enter Address](#)

[Click here to enter City, State & Zip](#)

[Click here to enter Telephone #](#)

[Click here to enter Fax#](#)

[Click here to enter Email](#)

FOR THE FOUNDATION:

Contract Manager

[Enter Vendor Contract Managers Name](#)

[Click here to enter Title](#)

[Click here to enter Facility](#)

[Click here to enter Address](#)

[Click here to enter City, State & Zip](#)

[Click here to enter Telephone #](#)

[Click here to enter Fax #](#)

[Click here to enter Email](#)

FOR THE CONTRACTOR:

Contract Manager

[Enter Vendor Contract Managers Name](#)

[Click here to enter Title](#)

[Click here to enter Facility](#)

[Click here to enter Address](#)

[Click here to enter City, State & Zip](#)

[Click here to enter Telephone #](#)

[Click here to enter Fax #](#)

[Click here to enter Email](#)

11. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by all Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of all Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulations.** The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

11. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

- i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. 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.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, 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.

B. Purchase or Improvement of Real Property.

Choose an item.

- i. **Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state.
- ii. **Use.** State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Contract, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Contract unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

12. RELATIONSHIP OF THE PARTIES.

- A. **Independent Contractor.** The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission or the Foundation. 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 or the Foundation.
- B. **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.
- C. **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.
- D. **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.
- E. **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.

13. SUBCONTRACTS.

- A. **Authority.** Choose one of the following. 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, Attachment A.

- B. Contractor Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, 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 percent (0.50%) 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 percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, 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.

14. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

- A. Disclosure of Interested State Employees.** This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.
- B. Convicted Vendors.** 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 shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.
 - i. 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. The State of Florida, Department of

Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (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.

C. Vendors on Scrutinized Companies List.

- i. **Scrutinized Companies.** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

- D. Discriminatory Vendors.** Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), 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.” Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Contract, Contractor has a continuing duty to promptly disclose to the Commission’s Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor’s ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor’s ability or willingness to perform the Contract is jeopardized, Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

15. INSURANCE.

- A. 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.
- B. Workers Compensation.** To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's 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 **\$100,000.00** per accident, **\$100,000.00** per person, and **\$500,000.00** 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.
- C. 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, Attachment A, the 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.
- D. Insurance Required for Performance.** During the Contract term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work, Attachment A.
- E. Written Verification of Insurance.** Upon execution of this Contract, the Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, 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.

- F. 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.

16. SPONSORSHIP.

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

17. PUBLIC RECORDS.

- A.** 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.
- B.** If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
- i.** **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii.** Keep and maintain public records required by the Commission to perform the service.
 - iii.** Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
 - v.** Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission,

upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

18. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

19. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in the Scope of Work, Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

20. RECORD KEEPING REQUIREMENTS.

- A. 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.
- B. 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.
- C. Contractor Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. 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.

- E. 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. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** 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.

21. FEDERAL COMPLIANCE.

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

22. FEDERAL FUNDS. Choose an item.

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies 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.
- I. Prohibition against Lobbying.**
- i. **Contractor Certification – Payments to Influence.** 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. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. 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.

- ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract 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.

J. Compliance with Office of Management and Budget Circulars. As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

23. CONTRACT-RELATED PROCUREMENT.

- A. 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>.

- B. 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>.

- C. 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.

24. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Contract is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

25. 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, the Commission and the Foundation, 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, the Commission or the Foundation. If this is a Professional Services Contract as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, the Foundation, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

26. NON-DISCRIMINATION.

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.

27. SEVERABILITY, CHOICE OF LAW, 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, to the exclusion of all other lawful venues.

28. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

29. JURY TRIAL WAIVER.

As part of the consideration for 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, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit*.

30. 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.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. **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.
- B. **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
- C. **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.
- D. **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).
- E. **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.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

No Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of

delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to any Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

33. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

34. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

CLICK TO ENTER CONTRACTOR

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FISH AND WILDLIFE FOUNDATION
OF FLORIDA**

Signature

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:

Commission Attorney

Attachments in this Agreement include the following:

Attachment A Scope of Work
Click or tap here to enter text.

ATTACHMENT B

IDENTICAL TIE BIDS / DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) 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 one (1).
- 4) In the statement specified in subsection one (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 of 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.

VENDOR NAME

AUTHORIZED SIGNATURE

ATTACHMENT C

CERTIFICATES OF CONTRACT COMPLETION

Project: _____

Contractor: _____

Contract # or PO #: _____

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 subscribe and swore to the above to the above instrument in my presence.

Personally, known OR Produced

(Seal) _____

Notary Public

Type of Identification Produced:

Type Name: _____

My Commission Expires: _____, 20__

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 D

CERTIFICATE OF PARTIAL PAYMENT

Date: _____ Period Ending: _____ Payment #: _____

Contractor: _____ Contract PO#/BID#: _____

Original Contract Sum: \$ _____ Total Work Performed to Date: \$ _____

Additions to Date: \$ _____ Less Previous Payments: \$ _____

Deductions to Date: \$ _____ Due this Payment: \$ _____

Adjusted Contract Sum: \$ _____

CERTIFICATION OF THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Certificate are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. 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.

I hereby certify that all provisions of 215 F.S., as amended to date, Laws of Florida, regarding apprentices and payment of wages, have been complied with by me and to the best of my knowledge and belief by all subcontractors.

Contractor: _____

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 subscribe and swore to the above to the above instrument in my presence.

Personally, known OR Produced

(Seal)

Notary Public

Type of Identification Produced:

Type Name: _____

My Commission Expires: _____, 20__

CERTIFICATE OF THE COMISSION: I certify that I have checked and verified this Certificate; that to the best of my knowledge and belief it is a true statement of the value of the work performed by the Contractor; that all work and material included in this Certificate have been inspected by me or my authorized assistants; and that all work has been performed in full accordance with the terms & conditions of the contract.

Signature: _____

Title: _____

Date: _____