TITLE: DINNER ISLAND RANCH WMA ROAD WORK
INVITATION TO BID
FWC 15/16-042

INTENT
The intent of this Invitation to Bid (ITB) is to obtain competitive pricing for road maintenance on Dinner Island Ranch Wildlife Management Area (DIRWMA), in accordance with the specifications in this ITB and the Construction Plans in accordance with Chapter 255, F.S.

GENERAL DESCRIPTION
To provide all labor, services, equipment, materials, and mobilization/demobilization costs to grade an existing sixteen (16) foot stabilized road and the shoulders of the road. All work done on this project shall be done in accordance with the technical specifications and construction plans.

LICENSURE
Quotes will be accepted from certified general or building contractors if the quote is in the individual's own name or a fictitious name where the individual is doing business as a sole proprietorship. If the bidder is a business organization, including any partnership, corporation, business trust, or other legal entity, or in any name other than the bidder's legal name or a fictitious name where the bidder is doing business as a sole proprietorship, the bidder must be an agent of a qualified construction business organization as required by F.S. 489.119.(2). A copy of certification or registration shall be provided with submittal of ITB.

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.

INVITATION TO BID ACKNOWLEDGMENT FORM
I HEREBY agree to abide by the provisions in this invitation to bid in accordance with Chapter 255, F.S. and agree to abide by the specifications contained herein.

Contractor_____________________________________________________

Licensure Number__________________________________________________________________________

Federal Tax ID Number______________________________________________________________________

Address____________________________________________________________________________________

City/State/Zip________________________ Email_____________________________________________________

Fax________________________________________ Telephone___________________________________________

Signature________________________________________ Name (Printed)______________________________
## INVITATION TO BID CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>DUE DATE</th>
<th>METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANDATORY Pre-Bid Conference</td>
<td>October 9, 2015 @ 10:30 a.m.</td>
<td>See Pre-Bid Conference Clause</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td></td>
<td>See Deadline for Questions Clause</td>
</tr>
<tr>
<td>Anticipated date for Responses to Written Questions</td>
<td>October 19, 2015</td>
<td>Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
</tr>
<tr>
<td>SEALED BIDS DUE &amp; PUBLIC OPENING</td>
<td></td>
<td>Submit BEFORE the due date and time to the following address:</td>
</tr>
<tr>
<td>(REMEMBER: Bid Number should be clearly marked on envelope)</td>
<td></td>
<td>Florida Fish &amp; Wildlife Conservation Commission</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attn: Purchasing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2590 Executive Center Circle, Suite 100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tallahassee, Florida 32301</td>
</tr>
<tr>
<td>Anticipated Date of Intended Award</td>
<td>November 3, 2015</td>
<td>Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
</tr>
</tbody>
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The following items are required to be submitted to qualify the Bidder as a “responsive” Contractor to be considered for an award. Failure to submit any of the following documentation may result in a Contractor being declared “non-responsive”.

_____ Completed & signed Invitation to Bid/Bidder Acknowledgment form

_____ Completed & signed Price Sheet

_____ Completed & signed References form

_____ Completed & signed Attachment B - Certifications and Assurances

_____ Completed & Signed Exhibit II in Scope of Work

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**ESTIMATED BUDGET**
The Commission has an estimated budget for this project of $80,000.00.

**TERM**
The contract will be effective from issuance of the purchase order resulting from this ITB until June 30, 2016.

Services shall be completed by the contractor by May 15, 2016. 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, upon review of the extension request, will determine and approve if the extension can be made. The extension date shall not go beyond the term end date of June 30, 2016, without prior approval of the Procurement Manager.

**RENEWAL**
The Commission has the option to renew this Contract on a yearly basis for a period up to three (3) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes, each Bidder shall supply a price for each year that a contract may be renewed. Evaluation of bids shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the Bidder.

Exercise of the renewal option is at the Commission’s sole discretion and shall be conditioned, at a minimum, on the Contractor’s satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission’s Contract Administrator.

**MANDATORY PRE-BID CONFERENCE**
A mandatory pre-bid conference will be held at the Dinner Island Ranch WMA Check Station (see Figure 1) on October 9, 2015 @ 10:30 AM EST. The purpose of the pre-bid conference/Site Visit is to discuss the contents of this ITB and to accept verbal questions from contractors concerning the project. Contractors must attend this pre-bid conference in order to submit an ITB. Failure to attend the entire conference, from the time it is called to order to the time it is adjourned, shall disqualify a potential bidder.

**Directions:**
**From downtown Clewiston:** Drive west for 12 miles on US 27/SR 80 to the intersection of County Road 833. Drive south for 18.6 miles on County Road 833 until arrival at the Dinner Island Ranch WMA’s main entrance on the west side of the road. Drive along Dinner Island Grade until the Check Station is reached.

**From Fort Myers:** Take FL 82 approximately 26 miles east to US 29. Drive south on US 29 for approximately 6 miles through Immokalee and turn left onto County Road 846 intersection. Drive east on County Road 846 intersection. Drive east on County Road 846 for 18 miles until the intersection of County Road 833 is reached. Travel north on County Road 833 for 2.5 miles until arrival at the Dinner Island Ranch WMA’s main entrance on the west side of the road and follow the grade to the Check Station.

**DEADLINE FOR QUESTIONS**
Any questions from contractors 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 5:00 pm on October 15, 2015. Questions may be sent via e-mail or hard copy by mail. It is the responsibility of the contractor to confirm receipt of questions if needed.
All Questions shall be directed to:
Gerri L. Faircloth, Procurement Manager
Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
Telephone: (850) 488-6551
Fax: (850) 922-8060
gerri.faircloth@myfwc.com

FWC CONTRACT MANAGER
The FWC employee designated 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 Certificates of Partial Payment requests, and the Certificate of Contract Completion form; and
- maintain an official record of all correspondence between the Commission and the contractor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

CONDITIONS AND SPECIFICATIONS
The contractor is required to carefully examine the conditions and specifications of this ITB and to be thoroughly informed regarding any and all requirements of the conditions and specifications. The Contractor is required to have a copy of these ITB specifications with him/her at all times while on the construction site.

TERM AND CONDITIONS
The Commission objects to and shall not consider any additional terms or conditions submitted by a Contractor, including any appearing in documents attached as part of a Contractor’s response. In signing and submitting the Invitation to Bid Acknowledgement form, a Contractor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect on the terms contained herein. Failure to comply with terms and conditions, including those specifying information that must be submitted with a ITB, shall be grounds for rejecting a bid.

The terms and conditions of Attachment A, Purchase Order Terms and Conditions 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.

BIDS DUE
Bids for this project are due by 3:00 p.m., Eastern Time, October 29, 2015. BIDs RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.

BID OPENING LOCATION
The public opening of this ITB will be conducted at 3:00 p.m., Eastern Daylight Time, October 29, 2015, at the Florida Fish and Wildlife Conservation Commission, Tallahassee Purchasing Office, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida, 32301. BIDs RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any FWQ/bid/proposal documents or the attendance at any related meeting or FWQ/bid/proposal opening. If accommodations are needed because of a disability, please contact the Tallahassee Purchasing Office at (850) 488-6551 at least three (3) workdays prior to the opening.
REFERENCES
Each 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.

MAILING INSTRUCTIONS (PLEASE NOTE NEW LOCATION AND MAILING ADDRESS)
All ITBs shall be submitted in a SEALED ENVELOPE addressed to the Florida Fish and Wildlife Conservation Commission, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida 32301. THE ENVELOPE SHALL BEPlainly MARKED ON THE OUTSIDE WITH: ITB NUMBER, DATE AND TIME OF THE FWQ 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.

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 seventy two (72) hour period following the agency posting the notice of intended award, (Note the 72 hour posting period excludes Saturdays, Sundays, and state holidays) any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

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

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

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

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

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

**VERBAL INSTRUCTION PROCEDURE**
Contractors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Contractor 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.

**ADDENDA**
If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any contractor questions during the ITB period an addendum shall be issued. **Each Bidder is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Bidder’s failure to obtain the information made available through the Vendor Bid System. The Vendor Bid System can be reached at the following internet address: [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

**CHAPTER 255, F.S. COMPLIANCE**
The Contractor ultimately selected for this contract must warrant that they have the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible contractor, and that the Contractor shall comport with Chapter 255, F.S., and all other applicable rules and laws.

**INSPECTION PRIOR TO AWARD**
The Commission reserves the right to inspect the prospective Contractor’s materials and experience prior to making an award of the Bid. If the Contract Manager determines the Contractor that has submitted the lowest bid does not have sufficient experience, equipment, etc. to meet the specifications of this ITB, the Commission reserves the right to reject the Contractor and to evaluate the next lowest Contractor.

**AWARDED ITB**
The Commission will award the Bid to the responsive, responsible contractor which submits the lowest base price and any alternate prices accepted by the FWC. If deemed necessary, an interview with the contractor by the Contract Manager may be required before the ITB is awarded.
Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

**REJECTION OF BIDS**
The Commission reserves the right to reject any and all bids and to waive any informality 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.

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

a.) Performance of all services set forth in the Scope of Work and Construction plans.

b.) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

**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.

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

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

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

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

**STOP WORK ORDER**
The Commission’s Contract Manager or his designated representative has the right to stop work if the work is not being completed as specified. Work shall not renew until the deficiency or deficiencies are corrected.

**FINANCIAL CONSEQUENCES**
If the Contractor materially fails to comply with the terms and conditions of this ITB, including any Federal or State statutes, rules or regulations applicable to this ITB, the Commission shall take one or more of the following actions, as appropriate for the circumstances:

- a. Temporarily withhold payments pending correction of the deficiency by the Contractor
- b. Reduction of payment if correction of deficiency is not made by the Contractor.
- c. Disallow all or part of the cost of the activity or action not in compliance.
- d. Request refund of previously disbursed payments.
- e. Wholly or partly suspend or terminate this agreement.
- f. Withhold future awards for the FWC projects.
- g. Take other remedies that may be legally available.

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

**ADDITIONAL LEGAL REQUIREMENT**
All corporations seeking to do business with the State shall, at the time of submitting a ITB, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such ITB, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: [http://www.sunbiz.org/index.html](http://www.sunbiz.org/index.html) or [http://www.dos.state.fl.us/](http://www.dos.state.fl.us/).

**LIQUIDATED DAMAGES**
The Contractor recognizes that time is of the essence in completing the project described herein. If the Contractor fails to complete the work or the conditions of the contract and/or amendments by the completion date, the Commission shall deduct from any amount due and payable to the Contractor, as liquidated damages, an amount up to $100.00 per calendar day. All liquidated damages assessed after the agreed work completion date will include every day of the week (weekdays and weekends). If project work is not completed and approved by the Contract Manager on or before the completion date, then liquidated damages shall be imposed by the Commission at its sole discretion. Extensions of the project completion date may be permitted only if a delay is attributable to circumstances that are clearly beyond the control of the Contractor, and any extension shall be at the sole discretion of the Commission. The burden of proof of unavoidable delay shall rest with the Contractor, shall be supplied in a written form and submitted to the Contract Manager and shall be clear and convincing. Should the successful bidder
fail to complete the project in a timely manner, FWC specifically reserves the right to declare breach, as well as, the right to impose liquidated damages.

**DAMAGES TO STATE PROPERTY**

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

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

**MISCELLANEOUS**

No firearms, alcohol or illegal substances are allowed on any Commission project site. Neither the Contractor nor any of its employees may possess firearms or alcohol while on the job site. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while within the project area.

**SUBCONTRACTS**

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

**Contractor Payments to Subcontractor.** If subcontracting is permitted, 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 (0.05%) 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.

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

**Subcontractor as Independent Contractor.** If subcontracting is permitted, 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 venturer, or partner of the State of Florida.

**INSURANCE REQUIREMENTS**

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

**Workers Compensation.** To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for 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.

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

**Insurance Required for Performance.** During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.

**Written Verification of Insurance.** Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within five (5) days of the execution 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.

**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.

**NOTICE TO PROCEED**
A Purchase Order will be issued following the official award date. Prior to proceeding, the Contractor will receive a “Notice to Proceed” from the Commission Contract Manager. The Notice to Proceed will not be issued until after the Contractor receives the Purchase Order Contract, furnishes the Commission's Procurement Manager with insurance documentation, bonds and all permitting is in place.
CHANGE ORDER
If a Purchase Order Change Order is required for any portion of any job, the Contractor shall not commence to purchase materials for the amended work to be performed, nor proceed with the outlined duties described without prior written approval and receiving a revised copy of the approved Purchase Order in his/her possession. The contractor shall request in writing, a change order, outlining the reasons, and the itemized costs required for the change order.

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

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

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

Termination – Other. The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

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

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

RELATIONSHIP OF THE PARTIES
The parties agree that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.
PROHIBITION OF UNAUTHORIZED ALIENS
In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

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

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

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

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

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

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

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

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

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

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

CONTRACT RELATED PROCUREMENT

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT SCHEDULE
Submit for approval by the Commission Contract Manager a printed Schedule of Values on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Partial payments may be made after satisfactory completion of each item on the approved Schedule of Values or as a percentage determined by the Project Manager and approved by the Commission Contract Manager. Partial payments will be made upon submission of an original and three (3) copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet. Also, properly completed Certificate of Partial Payments forms, as outlined in the “Certificate of Partial Payment” clause contained in the General Conditions.

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

**AUTOMATED CLEARING HOUSE (ACH)**

To make transaction fee payments, contractors can register for debit ACH at [http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors) and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. *Note:* Registering for ACH can take up to fourteen (14) days.

**CERTIFICATE OF PARTIAL PAYMENT**

The Contractor will be required to complete a Certificate of Partial Payment form to receive partial payments if such provision is included in the contract or purchaser order. This form must be submitted to the Contract Manager with each invoice requesting partial payment. The Contract Manager shall supply copies of these forms to the Contractor upon request. A minimum of ten percent (10%) of the total project cost shall be held back for final payment. Final payment will only be made once the Commission Contract Manager has agreed to project completeness.

**PROMPT PAYMENT CLAUSE**

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless ITB specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-3323. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than thirty five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

**PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS**

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

**PUBLIC RECORDS**

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

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

i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.

ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

RECORD KEEPING REQUIREMENTS

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

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

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

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

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. 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.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for five (5) years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

INDEMNIFICATION.

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

**INTELLECTUAL PROPERTY RIGHTS**

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

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

**Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, 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.

**CONFIDENTIALITY/PUBLIC RECORDS LAW**

Bidders are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or 30 days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Bidder of all public records requests received related to documents provided by the Bidder that were marked pursuant to this paragraph. In no event shall the Bidder hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

**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. 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.
**COMPLIANCE WITH LAWS**
The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

**PROHIBITION AGAINST LOBBYING**
The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

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

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

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

**CERTIFICATE OF CONTRACT COMPLETION**
The Contractor will be required to complete a Certificate of Contract Completion form, Attachment C when all work has been completed and accepted. This form must be submitted to the Commission Contract Manager with the Contractor's final invoice for payment to be authorized. The Contract Manager shall supply copies of these forms to the Contractor upon request. The Contract Manager shall submit the completed form with the invoice to the Commission’s Accounting Services.

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

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


Please provide the following information for our records on the ownership of your firm (at least 51 percent owned or controlled).

1. _____Caucasian

2. _____Black

3. _____Hispanic

4. _____Asian

5. _____Native American

6. _____Women

A copy of the bid tabulation sheet may be provided upon receipt of a written request and a self-addressed stamped envelope.

By Commission policy, a ITB is considered “closed” (or sealed) - and no information will be provided by phone or in person until it is opened and awarded OR thirty (30) days following the ITB opening date, beginning count the day after the opening - whichever comes first. See 60A-1.002(13) Administrative Code, and 120.57(3) (a), F.S.

The Commission reserves the right to reject any and all quotations, and to waive any minor irregularities or technicalities in an otherwise valid ITB.

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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/ZIP: _________________________________________
TELEPHONE NUMBER: ___________________________ E-MAIL ADDRESS: ______________________
JOB DATE: ___________________________________________
DESCRIPTION (SCOPE OF WORK): ____________________________________________________________

NAME OF COMPANY: _______________________________________
CONTACT PERSON: _______________________________________
ADDRESS: ______________________________________________
CITY/STATE/ZIP: _________________________________________
TELEPHONE NUMBER: ___________________________ E-MAIL ADDRESS: ______________________
JOB DATE: ___________________________________________
DESCRIPTION (SCOPE OF WORK): ____________________________________________________________

NAME OF COMPANY: _______________________________________
CONTACT PERSON: _______________________________________
ADDRESS: ______________________________________________
CITY/STATE/ZIP: _________________________________________
TELEPHONE NUMBER: ___________________________ E-MAIL ADDRESS: ______________________
JOB DATE: ___________________________________________
DESCRIPTION (SCOPE OF WORK): ____________________________________________________________

CONTRACTOR NAME ____________________________________
AUTHORIZED SIGNATURE __________________________________
SCOPE OF WORK

A. Intent

The intent of this bid is to obtain competitive pricing for grading (scraping) of an existing sixteen (16) foot stabilized road and the shoulders on Dinner Island Ranch Wildlife Management Area (DIRWMA) (Figure 1). The awarded Contractor shall scrape and compact roll the road on two (2) different occasions each fiscal year in accordance with the procedures outlined in this Invitation to Bid (ITB) specification package. The Florida Fish and Wildlife Conservation Commission (FWC) reserves the right to increase or decrease the size of the project based on budgetary constraints and received bids. The bidder shall provide a price based on the items according to the bid specifications and Price Sheet. The FWC reserves the right to decide which sections of road will be chosen for scraping and/or compact rolling. The contract will be awarded to the vendor with the lowest quoted total price as listed on the Price Sheet below.

Bids are requested on a 1/10th mile basis for filling potholes and road grading and for a 1/10th for compacting and rolling roads, per the specifications in this Scope of Work.

It is the intent of the FWC to complete as many continuous 1/10th mile sections of road maintenance as possible based on available funding. FWC reserves the right to decrease or increase the scope of the project, as funding allows, but will maintain continuous lengths for this project.

B. General

The Contractor shall provide all labor, services, equipment, materials, mobilization/demobilization costs, and insurance necessary to complete the work as outlined herein. The entire length of the road is approximately fourteen (14) miles. The priority direction will be starting from the entrance of DIRWMA westward to Dinner Island Grade and towards Hilliard Grade.

1. REPORTS AND REQUIREMENTS

1.1 Work is expected to begin in mid-November 2015 (following issuance of the purchase order) and shall be performed again in mid-April 2016 and by mid-November and mid-April of any subsequent optional renewal year. The FWC shall, at its sole discretion, extend the completion date due to conditions beyond the vendor’s control within the term of the contract.

1.2 Payment will be approved fifty percent (50%) of purchase order amount after satisfactory completion of each occurrence in November and April and satisfactory inspection by the FWC Project Manager.

1.3 The Contractor must have a minimum of five (5) years of recent experience in contracting/repairing roads, Exhibit II, Experience Form.

2. ROAD GRADING PROCEDURES

2.1 Once the Contractor begins work on each grading period, they must continue until the project has been completed (pending weather conditions) and the work site shall not be left to begin any other projects on another property. The Contractor will have twenty (20) business days to complete each of the two (2) grading/rolling events.

2.2 Work must be performed outside of established quota hunts (see Exhibit I-regulations brochure).
2.3 The Contractor will notify the FWC Project Manager of their presence on the WMA each week.

2.4 All work and materials shall be in complete accordance with all relative county standards and requirements.

2.5 All roads are to be left passable at the end of each day.

2.6 Roads will be graded and compact rolled (edge to edge) to smooth the surface, fill existing depressions/potholes, and remove existing grass and debris that is growing in the existing roadway. FWC will provide DOT Code B01 limerock for filling depressions/potholes. The slope of the finished road shall match the existing slope such that water will not pool on the road.

2.7 All work should result in a smooth road surface free of ruts, grass, and potholes, and suitable for passage by two-wheeled drive vehicles.

2.8 The Contractor will be responsible for actions and damages caused by their personnel while on state-owned land. The Contractor will also be responsible for damage or destruction to state-owned, leased, or managed property or equipment caused by the Contractor’s employees or subcontractors. This includes damage to existing roadways, culverts, gates, trees, native vegetation, wildlife, and other natural resources and equipment.

2.9 Site security is the sole responsibility of the Contractor including theft of supplies or equipment and damages.

2.10 Any portion of a public roadway that sustains excessive construction related damage, in the opinion of applicable agencies or county, shall be repaired at the Contractor's expense in a manner specified by that particular agency.

2.11 The Contractor shall not provide access to parties other than those performing activities associated with this project.

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Figure 1. Dinner Island Ranch Wildlife Management Area map.

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Exhibit I. Dinner Island Ranch Wildlife Management Area regulations Brochure.

This brochure is designed to provide the public with information and a summary of regulations pertaining to hunting and other recreational use on the Dinner Island Ranch Wildlife Management Area. Regulations that are new or differ substantially from last year are shown in bold print. Area users should familiarize themselves with all regulations. For exact wording of the wildlife laws and regulations, see the Florida Fish and Wildlife Conservation Commission’s wildlife code, on file with the Secretary of State and state libraries. This brochure, the Florida Hunting Regulations handbook and quota permit worksheets should provide the information necessary for you to plan your hunting activities. These publications are available from any Commission office, county tax collector and at MyFWC.com.

Persons using wildlife management areas are required to have appropriate licenses, permits, and stamps. The following persons are exempt from all license and permit requirements (except for quota permits when listed as “no exemptions,” recreational use permits, antlerless deer permits and the Migratory Bird Hunting and Conservation Stamp [Federal duck stamp]): Florida residents who are 65 years of age or older; residents who possess a Florida Resident Disabled Person Hunting and Fishing Certificate; residents in the U.S. Armed Forces, not stationed in Florida, while home on leave for 30 days or less, upon submission of orders; and children under 16 years of age. Children under 16 years of age except from the federal duck stamp. Anyone born on or after June 1, 1973 and 16 years of age or older must have passed a Commission-approved hunter-safety course prior to being issued a hunting license, except the Hunter Safety Mentoring exemption allows anyone to purchase a hunting license and hunt under the supervision of a licensed hunter, 21 years of age or older.

Licenses and permits may be purchased from county tax collectors, license agents, at MyFWC.com/license or by telephone at 888-486-8356. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp.

**Quota Permit Information:**
- Archery - 45, no-cost, quota permits (no exemptions) for each of 4 hunts.
- Dove - 200, no-cost, daily quota permits (no exemptions) are available first-come, first-served at the check station each day.
- Muzzleloading Gun - 45, no-cost, quota permits (no exemptions).
- General Gun - 4 - 45, no-cost, quota permits (no exemptions) for each of 3 hunts.
- Spring Turkey - 20, no-cost, quota permits (no exemptions) for each of 3 hunts.
- Youth Turkey - 10, no-cost, quota permits (no exemptions).

Permit applications: Hunters must submit electronic applications for quota and special-opportunity permits through the Commission’s Recreational License Issuance Services (RLIS). Worksheets listing hunts, application periods, deadlines and instructions are available at county tax collector’s offices, FWC offices or MyFWC.com. Quota application periods occur throughout the year beginning April 1; please refer to the hunting handbook or MyFWC.com for specific dates. Worksheets will be available about 2 weeks prior to each application period.

**Guest Hunters:** For each non-transferable archery, muzzleloading gun, general gun, wild hog, spring turkey and mobility-impaired quota permit issued through the Commission’s RLIS, a quota permit holder (host) may take a guest hunter by obtaining a guest permit. Guest hunters are not allowed for family and youth turkey hunts. A guest hunter must possess a completed guest permit while hunting except the following persons may be a guest hunter without a permit: a youth under 16 years of age, a youth supervisor, a mentor license holder or a mentor license supervisor. A host may only bring 1 guest hunter at a time and may only use 1 guest permit per day. The following persons are not considered to be guest hunters: other quota permit holders, non-hunters and exempt hunters (on areas and during seasons that allow exemptions). The host must share the bag limit with the guest hunter and the host is responsible for violations that exceed the bag limit. The guest hunter and host must enter and exit the area together and must share a street-legal vehicle while hunting on the area. ATVs may be ridden independently. The guest hunter may hunt only while the host is on the area. Refer to the quota hunt worksheets for additional information.

**Youth and Mentor License Holders:** A youth hunter (less than 16 years of age) must be supervised by a person at least 18 years of age. A mentor license holder must be supervised by a licensed hunter at least 21 years of age. Unless exempt, only those supervisors with proper licenses and permits may hunt. If the supervisor is hunting during any hunt for which quota permits are issued, at least 1 person in the party must be in possession of a quota permit. A non-hunting supervisor is allowed to accompany a youth or mentor license holder during any hunt.

Transfer of permits: Quota and guest permits are not transferable. A positive form of identification is required when using a non-transferable permit, except for a youth under 16 years of age. The sale or purchase of any quota permit or guest permit is prohibited.

**General Area Regulations:**
All general laws and regulations relating to wildlife and fish shall apply unless specifically exempted for this area. Hunting or the taking of wildlife or fish on this area shall be allowed only during the open seasons and in accordance with the following regulations:

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. These provisions are not required when hunting with a bow and arrow during archery season.
2. Taking of spotted fowl, swimming deer or roosted turkey is prohibited. Species legal to hunt are listed under each season.
3. It is illegal to hunt over bait or place any bait or other food for wildlife on this area.
4. Driving a motor vehicle into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage or remove any natural, man-made or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, game calls, artificial light, net, trap, snare, drug or poison is prohibited. Recorded calls and sounds can be used to hunt turkeys, wild hog and cows.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting, fishing or trapping is prohibited on any portion of the area posted as closed to those activities.
9. People, dogs, vehicles and other recreational equipment are prohibited in areas posted as "Closed to Public Access" by FWC administrative action.
10. Taking or hunting wildlife from any motorized vehicle, aircraft or boat which is under power is prohibited, until power and movement from that power, has ceased.
11. Most game may be hunted from 1/2 hour before sunrise until 1/2 hour after sunset (see exceptions under each season).
12. The release of any animal is prohibited, without written authorization of the landowner or primary land manager.
13. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
14. The planting or introduction of any non-native plant is prohibited, without written authorization of the landowner or primary land manager.
15. Wild hog may not be transported alive.
16. A hunting license is not required for the take of wild hog.
17. Littering is prohibited.
18. It is unlawful to set fire to any forest, grass or woodlands. Fires other than campfires are prohibited.
19. A Fish and Wildlife Conservation Commission Law Enforcement Officer may search any camp, vehicle or boat, in accordance with law.
20. Falcons may hunt during the statewide falconry season anytime a management area is open for public access. Falcons are not exempt from quota permits during hunts requiring them.

Public Access and Vehicles:
1. Open to public recreational access year round.
2. Vehicles may be operated only on named or numbered roads.
3. Parked vehicles may not obstruct a road, gate or firebreak.
4. No motor vehicle shall be operated on any part of any wildlife management area that has been designated as closed to vehicular traffic.
5. The use of airboats, all-terrain vehicles, swamp buggies, tracked vehicles or unlicensed and unregistered motorcycles is prohibited, except permitted hunters may operate swamp buggies and all-terrain vehicles on named and numbered roads during archery, muzzleloading gun, family hunt and general gun quota periods for which they hold a quota or guest permit.
6. Horses are prohibited during archery, muzzleloading gun, general gun, family hunt and spring turkey season.
7. Horses are allowed only on named or numbered roads.

Hunters and Check Stations:
1. Hunting equipment may not be taken onto the WMA until after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. 1 day after the end of the season.
2. During periods when the check station is staffed, all hunters must check in at the check station upon entering and check out upon leaving the area and check all game harvested.
3. During periods when the check station is staffed, no deer, wild hog or turkey shall be disemboweled until checked at the check station.

Guns:
1. Hunting at night with a gun is prohibited.
2. Muzzleloading guns used for taking deer must be .40 caliber or larger, if firing a single bullet, or 20 gauge or larger if firing 2 or more balls.
3. Hunting deer with rifled or non-expanding, full metal jacket (military ball) ammunition is prohibited.
4. Air guns may be used to hunt grey squirrels and rabbits during any season when those species are legal to hunt, except archery and muzzleloading guns.
5. Children under the age of 16 hunting with a firearm or air gun must be in the presence of a supervising adult.
6. No person shall discharge a firearm or have a loaded firearm in hand while under the influence of alcohol or drugs.
7. For hunting non-migratory game, only shotguns, rifles, pistols, bows, crossbows or falconry may be used.
8. For hunting migratory game, only shotguns, bows, crossbows or falconry may be used. Shotguns shall not be larger than 10 gauge and shall be incapable of holding more than 3 shells in the magazine and chamber combined.
9. Hunting with full automatic firearms, centerfire semi-automatic rifles having a magazine capable of holding more than 5 rounds, explosive or drug-injecting devices and set guns is prohibited.
10. The discharge of a firearm outside of periods open to hunting or in areas closed to hunting is prohibited per § 560.15 FS.

Camping:
1. Camping is allowed year round at the designated camping area only.
2. Only tents, trailers or self-propelled camping vehicles may be used for camping.

Bag and Possession Limits: A guest hunter must share the host’s bag limit. No person shall exceed statewide bag limits.
1. Deer - 1 antlered deer per quota permit.
2. Wild hog - Daily limit 1, possession limit 2.
3. Turkey - 1 per spring turkey quota per permit.
4. Gray squirrel, quail and rabbit - Daily limit 12, possession limit 24 for each.
5. Raccoon, opposum, armadillo, beaver, coyote, skunk and nutria - No bag limits.
6. Bobcat and oter - Possession limit 1 unless in possession of a Trapping License.
8. Migratory birds - See Migratory Bird Hunting Regulations pamphlet.

Archery Season:
August 7-10, 14-17, 21-24, and August 28-31.
Permit, Stamp, and License Requirements - Quota permit, hunting license, management area permit, archery permit, deer permit (if hunting deer) and migratory bird permit (if hunting migratory birds).
Legal to Hunt - Deer with at least 1 antler having 3 or more points (each point 1-inch or more in length) OR a main beam length of 10 inches or more, wild hog, gray squirrel, quail, rabbit, raccoon, opposum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.
Regulations Unique to Archery Season -
1. Youth less than 16 years of age may harvest antlered deer with at least 1 antler 5 inches or more in length.
2. Hunting with guns or crossbows (except by disabled crossbow permit) is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when 1 or more species are legal to hunt (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

Dove Season (Dove Field Only):
September 26, October 3, 10, 17 and 24; November 14, 21 and 28; December 12, 19, 26; and January 2 and 9.
Permit, Stamp and License Requirements - Daily quota permit, hunting license, management area permit and migratory bird permit.
Legal to Hunt - Mourning dove and white-winged dove.
Regulations Unique to Dove Season - All Migratory Bird Regulations shall apply:
1. Hunting with bird dogs or retrievers is allowed on the posted dove fields.
2. Shooting hours are from noon to sunset.
3. Hunters may enter the posted dove fields no earlier than 11 a.m. and shall exit the field by 1 hour after sunset.
4. Check station hours are from 10 a.m. to 1 hour after sunset. When the check station is not staffed, hunters must sign in to receive a permit.

Muzzleloading Gun Season:
September 11-13.
Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, muzzleloading gun permit, deer permit (if hunting deer) and migratory bird permit (if hunting migratory birds).
Legal to Hunt - Deer with at least 1 antler having 3 or more points (each point 1-inch or more in length) OR a main beam length of 10 inches or more, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Muzzleloading Gun Season -
1. Youth less than 16 years of age may harvest antlered deer with at least 1 antler 5 inches or more in length.
2. Hunting with archery equipment or a gun other than muzzleloading guns is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when 1 or more species are legal to hunt (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

General Gun Season:
September 19-21, 25-27 and October 2-4.
Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, deer permit (if hunting deer), migratory bird permit (if hunting migratory birds), and waterfowl permit and federal duck stamp (if hunting waterfowl).
Legal to Hunt - Deer with at least 1 antler having 3 or more points (each point 1-inch or more in length) OR a main beam length of 10 inches or more, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to General Gun Season - Youth less than 16 years of age may harvest antlered deer with at least 1 antler 5 inches or more in length.

Family Hunt:
October 10-11 and 17-18.
Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, deer permit (if hunting deer) and migratory bird permit (if hunting migratory birds).
Legal to Hunt - Deer with at least 1 antler having 3 or more points (each point 1-inch or more in length) OR a main beam length of 10 inches or more, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Family Hunt -
1. Youth less than 16 years of age may harvest antlered deer with at least 1 antler 5 inches or more in length.
2. Up to 2 youths (under 16 years of age but not younger than 8 years of age) per quota permit may hunt under the direct supervision of an adult (at least 18 years of age) but the quota permit holder must be present for the youth to hunt.
3. The quota permit holder may hunt, but only in the presence of at least 1 youth.

Small Game Season:
October 21 through February 21.
Permit, Stamp and License Requirements - Hunting license, management area permit, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).
Legal to Hunt - Wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.
Bobcat and Otter beginning December 1.

Regulations Unique to Small Game Season -
1. Hunting with bird dogs and retrievers is allowed.
2. Hunting with centerfire rifles is prohibited.

Spring Turkey Season:
Youth Turkey: February 27-28
Spring Turkey: March 5-7, 12-14 and April 2-4.
Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit and wild turkey permit.
Legal to Hunt - Bearded turkey or gobbler.

Regulations Unique to Spring Turkey Season -
1. Legal shooting hours are ½ hour before sunrise until sunset.
2. Hunting other animals is prohibited.
3. Only bows, crossbows and shotguns using #2 shot size or smaller may be used for hunting.
4. During the youth turkey hunt, only youth under 16 years of age may hunt and must be under the supervision and in the presence of an adult not younger than 18 years of age. Adults with required licenses and permits for taking wild turkeys may participate when in the presence of a youth, but may not harvest a wild turkey.

Migratory Bird Seasons:
Rail, common moorhen, mourning dove, white-winged dove, snipe, ducks, geese, coot, woodcock and crow may be hunted during statewide migratory bird seasons.
Permit, Stamp and License Requirements - Quota permit (if hunting during a quota period), hunting license, management area permit, migratory bird permit, and state waterfowl permit and federal duck stamp (if hunting waterfowl).
Legal to Hunt - See Florida Migratory Bird Hunting Regulations pamphlet.

Regulations Unique to Migratory Bird Seasons - All Migratory Bird Regulations shall apply:
1. Hunting ducks, geese and coot with head shot is prohibited.
2. Centerfire shotguns are allowed for hunting during established area seasons when migratory birds are legal to hunt.

Fishing and Frogging:
Allowed year round.
Permit, Stamp and License Requirements - fishing license (not required when frogging).
Legal to Take - See Florida Freshwater Fishing Regulations Summary.

Regulations Unique to Fishing and Frogging - All Freshwater Fishing Regulations shall apply. Shooting frogs is allowed only during the listed open hunting seasons and only with the legal methods of take during each particular season.

General Information:
1. Information for persons with disabilities can be found at MyFWC.com/ADA.
2. If you have any questions about this material, please call the Fish and Wildlife Conservation Commission at 561-650-5122 (DDD 800-955-8771).
3. The FWC is not responsible for protection of personal property and will not be liable for theft or damage to personal property.
4. Please report the location of any sick or extremely skinny deer to the Chronic Wasting Disease hotline, toll free at 866-253-2922.

Cooperation Requested:
If you see law violators or suspicious activities, contact your nearest Commission regional office or call 888-4FWC. You may qualify for a cash reward from the Wildlife Alert Reward Association.

The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex or disability. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to: The Office for Human Resources, U.S. Fish and Wildlife Service, Department of the Interior, Washington, D.C. 20240. The project described in this publication is part of a program funded by federal dollars under the Wildlife Restoration Act. Federal funds pay 26 percent of the cost of the program.
Exhibit II

EXPERIENCE FORM

Information shall include five (5) years of recent experience in contracting/repairing roads in a chronological list (starting with most recent experience first) of Bidder’s experience, a description of the services provided for each operation, and duration of each project.

EXPERIENCE:

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CONTRACTOR NAME

AUTHORIZED SIGNATURE
CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY.

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

ALL ITEMS SHALL BE BID, OR THE BID WILL BE REJECTED. THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE LOWEST TOTAL PRICE. PURSUANT TO SECTIONS 287.057(2) AND 287.057(3), FLORIDA STATUTES EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED. (SEE RENEWAL CLAUSE)

GRADING AND ROLLING:

1. **BID PRICE PER 1/10th OF A MILE FOR FILLING POTHOLES AND ROAD GRADING:**

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2. **BID PRICE PER 1/10th OF A MILE FOR COMPACTING AND ROLLING ROADS:**

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GRAND TOTAL (ADD SUBTOTALS FOR COLUMN 1 & 2 ABOVE): $____________________

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

**CONTRACTOR NAME**

**AUTHORIZED SIGNATURE**
In addition to the Terms and Conditions issued by the Department of Management Services on purchase orders issued via My Florida Marketplace, the following terms and conditions also apply to this transaction:

1. Price(s) specified on the purchase order are all inclusive, with no added fees allowed, including travel expenses.

2. The Commission assumes no liability for merchandise shipped other than to the specified destination. If the delivery location, delivery date or completion of the service date cannot be met as specified, Vendor must notify the Commission promptly. Incorrect shipments not complying with the requirements of this purchase order, including delivery destination, must be re-delivered at the Vendor’s expense.

Note: Signature by Commission personnel for deliveries does not confirm either a complete or accurate shipment. Incomplete or incorrect shipments not complying with the requirements of this Purchase Order must be re-delivered at the Vendor’s expense.

3. The State of Florida is not required to pay direct Federal Excise and State taxes on services or commodities purchased.

4. Vendors are expected to examine the specifications, delivery schedule(s), prices and all instructions pertaining to commodities and services. Failure to do so will be at the Vendor’s risk.

5. Time is of the essence on this order. The State may cancel all or any portion of this order if delivery or performance is not completed within the specified time.

6. The terms and conditions of the purchase order may not be modified by the Vendor. Modifications or amendments of the purchase order require a change order to be issued by the Commission. For questions regarding change orders, contact the Commission’s Purchasing Office in Tallahassee at the number referenced on purchase order.

7. The Commission may test the commodities for compliance with specifications, and commodities found not to be in compliance may be rejected and returned at the Vendor’s expense and result in termination of the contract as discussed below. Inspection and acceptance will be at destination unless otherwise specified on the purchase order. As provided by section 215.422, F.S., the Commission has five (5) working days to inspect and approve commodities and services unless bid or purchase order specifications state otherwise.

8. The Commission may terminate the Contract if the Vendor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term 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 of default, including reprocurement responsibilities. The Vendor shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, the Vendor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Vendor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Vendor and the subcontractor, and without the fault or negligence of either, the Vendor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Vendor to meet the required delivery schedule. If, after termination, it is determined that the Vendor
was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Commission. 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.

9. A purchase order for services within the ambit of section 287.058(1), F.S., shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (i) thereof. In addition to terminating the contract as described above, if the Vendor materially fails to comply with the terms and conditions of this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances:

A. Temporarily withhold cash payments pending correction of the deficiency by the Vendor.
B. Reduction of cash payment if correction of deficiency is not made by the Vendor.
C. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
D. Request refund of previously disbursed payments.
E. Withhold future awards for the project or program.
F. Take other remedies that may be legally available.
G. Propose Vendor for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.

10. The Commission may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Vendor. Upon receipt of such notice, the Vendor shall, unless the notice directs otherwise, immediately discontinue all work and services. The Vendor may request approval from the Commission to terminate the purchase order in the event of a documented hardship or circumstances beyond the Vendor’s control, and such approval will not be unreasonably withheld.

11. The Vendor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services is confirmed in writing by the Commission. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain the purchase order and the Vendor’s Federal Employer Identification Number or Social Security Number.

12. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the commodities or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is 0.03333%. Invoice payment requirements do not start until a properly completed invoice is provided to the Commission. Invoices returned to a vendor due to preparation errors will result in a payment delay.

13. If renewal terms are included in the accompanying procurement document, this Contract may be renewed for the term and price established in that document. Costs associated with the renewal may not be passed on to the Commission. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

14. The Commission shall ensure compliance with section 11.062, FS and section 216.347, FS. The Vendor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of
more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Commission's Inspector General, or other authorized State official, the Vendor shall provide any type of information the Inspector General deems relevant to the Vendor's integrity or responsibility. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Vendor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State. The Vendor 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 Vendor's compliance with the terms of this or any other agreement between the Vendor and the State which results in the suspension or debarment of the Vendor. 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. The Vendor shall not be responsible for any costs of investigations that do not result in the Vendor's suspension or debarment.

15. The parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter arising out of or in any way connected with this purchase order, and no third party benefits are created or contemplated by the parties. Venue for any actions, in law or equity, arising from this purchase order, shall be in Leon County, Florida to the exclusion of all other lawful venues.

16. All copy, photos, artwork disks, CDs, and other materials supplied by the Commission must be returned in good condition upon completion of any work. Payment will not be authorized until return is affected.

17. The Vendor shall maintain insurance sufficient to adequately protect the Commission from any and all liability and property damage hazards which may result in the performance of this purchase order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. A Certifications of Insurance evidencing that all appropriate coverage is in full force and effect shall be provided to the Commission upon request.

18. The Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Commission and its 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 Vendor, its agents, employees, partners, or subcontractors, provided, however, that the Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Commission. This provision shall not be deemed a waiver section 768.28, Florida Statutes.

19. Unless specifically addressed in an attached Scope of Work or bid documents, intellectual property rights to preexisting property will remain with the Vendor. The Vendor shall indemnify and hold harmless the Commission and its employees from any liability including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Vendor. Unless specifically addressed in attached documents, intellectual property rights to all property created or otherwise developed by the Vendor for the Commission will be owned by the State of Florida, Department of State. Proceeds derived from the sale, licensing, marketing or other authorization related to any such intellectual property right controlled by the State of Florida shall be handled in the manner specified by applicable state statute.

20. Where activities supported by the contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission has 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.
21. 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](http://www.pride-enterprises.org).

22. 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](http://www.respectofflorida.org).

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

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

i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.

ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.
The Commission will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

A. **Debarment and Suspension Certification (2 CFR Part 1400)**

B. **Certification Regarding Lobbying (31 U.S.C. 1352)**

C. **Certification Regarding Public Entity Crimes (section 287.133, F.S.)**

D. **Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**

E. **Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

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

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

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

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   a. The dangers of drug abuse in the workplace.
   b. The policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Contract, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.**

If this Contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Contractor also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.
By signing below, Contractor certifies the representations outlined in parts A through E above are true and correct.

_______________________________________
(Signature and Title of Authorized Representative)

_______________________________________
Contractor Date

______________________________
(Street)

______________________________
(City, State, ZIP Code)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Project: _______________________________________________________________________________________
Contractor: ____________________________________________________
Contract # or PO #: ________________________________________________
FEID #: _____________________________________________________ (Or Social Security #)
Contract Date: ____________________Task Assignment #:__________

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: _______________________________________

NOTARY
Name: _______________________________________
Title: _______________________________________
Date: _______________________________________

STATE OF: _______________________________________
COUNTY OF: _______________________________________
Personally appeared before me this _________ day of ________________________________, 20 _______
_______________________________________________________________, known (or made known) to me to be
the _____________________________________________________________, Contractor (s), who subscribed
and swore to the above instrument in my presence.

Personally known Or Produced
Identification __________ Type of Identification Produced
Notary Public
Type Name: ____________________________ (Seal)
My Commission Expires: ____________________________

COMMISSION’S CERTIFICATION

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

Project Manager: ____________________________ Division/Office: ____________________________
Signature: ____________________________ Title: ____________________________
Date: ____________________________