



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

AGREEMENT BETWEEN DEPARTMENT AND CONTRACTOR

ADAM H. PUTNAM
COMMISSIONER

STATE PROJECT NO.:
STATE MINORITY VENDOR DESIGNATION

FDACS PROJECT NAME AND LOCATION:

DRAWINGS:

SPECIFICATIONS:

ADDENDA:

THIS AGREEMENT

made this day of in the year .

BY AND BETWEEN

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

hereinafter called the Contractor.

The Department and the Contractor agree as set forth below.

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

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

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

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

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

CONTRACTOR

APPROVED:

By: Corporate President's Signature

ATTEST:

By: Corporate Secretary's Signature

AS WITNESSED:

By: Witness

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

APPROVED:

By: Director of Administration

AS WITNESSED:

By: Witness

APPROVED AS TO FORM AND LEGALITY:

By: Office of the General Counsel

CORPORATE SEAL



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

ADAM H. PUTNAM
COMMISSIONER

CHANGE ORDER REQUEST

From:

(Contractor)

To:

(Division Contract Manager)

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

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

The Contract is changed as follows:

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

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

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

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



ADAM H. PUTNAM
COMMISSIONER

ATTACHMENT C

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

From:

(Architect/Engineer)

To:

(Division Contract Manager)

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

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

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

THE PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

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

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

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

ATTACHMENT D

STATE OF FLORIDA

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER

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

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

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



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

ADAM H. PUTNAM
 COMMISSIONER

CONTRACTOR'S REQUEST FOR PAYMENT

From:
 (Contractor) _____

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

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

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

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

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

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

CONTRACTOR

(Signature)

(Title, company name, date)

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



ADAM H. PUTNAM
COMMISSIONER

ATTACHMENT F

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

CERTIFICATE OF CONTRACT COMPLETION

From:
(Architect/Engineer)

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

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

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

CONTRACTOR'S AFFIDAVIT	ARCHITECT- ENGINEER CERTIFICATE	DEPARTMENT'S CERTIFICATE
I solemnly swear (or affirm): That the work under the above named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges attributable to the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workman's Compensation claims are covered by Workman's Compensation Insurance as required by law; and that all public liability claims are covered by insurance.	I CERTIFY that the work under the above contract has been satisfactorily completed on the date set forth in accordance with the terms of the contract.	I CERTIFY that the work on the above named project has been satisfactorily completed under the terms of the contract.
Signature	Signature	Signature
Title	Title	Title
Date	Date	Date
Print Name	Print Name	Print Name

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

(Notary signature)

(Notary name or stamp)

ATTACHMENT G



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Bureau of General Services

DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR'S SIGNATURE

ATTACHMENT H

Florida Department of Agriculture and Consumer Services
Division of Administration



ADAM H. PUTNAM
COMMISSIONER

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

LOBBYING

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

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

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

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE