FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
1875 ORANGE AVE E
TALLAHASSEE, FLORIDA 32311-6160
(850) 488-6551

INVITATION TO BID

FWC 19/20-85

OPERATION AND MAINTENANCE SERVICES FOR WASTEWATER TREATMENT PLANT AND WATER TREATMENT PLANT AT FISHEATING CREEK WILDLIFE MANAGEMENT AREA CAMPGROUND

ITB BIDDER ACKNOWLEDGEMENT FORM

Purpose: The intent of this bid is to obtain competitive pricing for professional operation and maintenance services for the wastewater and water treatment plants and lift stations located on the Fisheating Creek Wildlife Management Area (WMA) campground, per the specifications contained herein. Only responsive and responsible Contractors will be considered for award of this Invitation to Bid (ITB).

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

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

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

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

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Federal Employer Identification Number: _____ _____

The undersigned attest to the following:

"We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety. We have examined the site in reference to the specifications contained within this ITB and have familiarized ourselves with the entire site and have examined carefully the extent of the work that is needed."

Authorized Signature (Manual): _____

Authorized Signature Name (Typed) and Title: _____

CALENDAR OF EVENTS

FWC 19/20-85

SCHEDULE	DUE DATE	METHOD
Bid Advertised	**March 12, 2020**	**Posted on the Vendor Bid System:** http://vbs.dms.state.fl.us/vbs/mainmenu
MANDATORY Pre-Bid Conference	**April 1, 2020 @ 10:00 AM ET**	See Pre-Bid Conference Clause
Deadline for Questions	Must be received **PRIOR** to: **April 3, 2020 @ 5:00 PM ET**	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	**April 8, 2020**	**Posted on the Vendor Bid System:** http://vbs.dms.state.fl.us/vbs/mainmenu
SEALED BIDS DUE (REMEMBER: The bid number should be clearly marked on envelope)	Must be received **PRIOR** to: **April 21, 2020 @ 2:00 PM ET**	**Mailing Address & Public Opening Location:** Florida Fish & Wildlife Conservation Commission Attn: Purchasing 1875 Orange Ave E Tallahassee, Florida 32311-6160 **Submissions are due BEFORE the date and time of the public opening.**
Public Bid Opening	**April 21, 2020 @ 2:00 PM ET**	
Anticipated Date of Intended Award	**April 27, 2020**	**Posted on the Vendor Bid System:** http://vbs.dms.state.fl.us/vbs/mainmenu

GENERAL CONDITIONS

FWC 19/20-85

The Florida Fish and Wildlife Conservation Commission's (FWC or Commission) mission is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six (6) major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

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

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

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

Please note:

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

TERMS AND CONDITIONS

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

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

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

The terms and conditions of **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.**

PROCUREMENT MANAGER

Ruth Heggen
ruth.heggen@myfwc.com

TERM

The contract will be effective for five (5) years from issuance of Purchase Order.

RENEWAL

The Commission has the option to renew this Contract for a period of five (5) 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 (F.S.), 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.

SUBCONTRACTS

Subcontracting **IS NOT** permitted without prior written approval from the FWC Contract Manager or their delegate pursuant to the Terms and Conditions of the Purchase Order.

MANDATORY PRE-BID CONFERENCE/SITE VISIT MEETING

A mandatory pre-bid conference/site visit meeting will be held at **Fisheating Creek WMA Campground, 7555 US Highway 27 North, North Palmdale, Florida 33944** on the date and time specified in the **Calendar of Events (Page 2)**. The purpose of the pre-bid conference/site visit meeting is to discuss the contents of this ITB and to accept verbal questions from Bidders concerning the project. **Vendors must attend this pre-bid conference site meeting as a requirement of bid responsiveness. Failure to attend the entire conference meeting, from the time it is called to order to the time it is adjourned, shall disqualify a potential respondent.** The Commission will make a reasonable effort to answer verbal questions asked at the pre-bid conference/site visit, however, Bidders should clearly understand that verbal discussions held at the pre-bid conference/site visit shall not be binding on the Commission, and the Commission will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

Driving Directions: Located in Glades County, Florida, the campground is on US 27, approximately 16 miles northwest of Moore Haven, 15 miles north of LaBelle, and 25 miles south of Lake Placid. The entrance is approximately one mile north of the intersection of Hwy 29 and US 27 and one mile south of Palmdale (on the west side of US 27).

VERBAL INSTRUCTION PROCEDURE

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

DEADLINE FOR QUESTIONS

Any questions from Bidders that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 2)**. Questions may be sent via email with the solicitation number in the subject line. It is the responsibility of the bidder to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System (http://vbs.dms.state.fl.us/vbs/main_menu).

LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD

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

BIDDER SPECIFICATION INQUIRIES

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

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

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

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

ADDENDUMS

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

BIDDER ACKNOWLEDGMENT

In order for this bid to be valid, the bid must be completed in its entirety, signed by the Bidder and returned, as part of the bid or the bid will be rejected. By affixing your signature to the **ITB Bidder Acknowledgement Form (page 1)**, the Bidder hereby states that the Bidder has read all bid specifications and conditions and

agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Bidder will provide the Commission under these bid specifications.

REFERENCES

Each prospective Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the bid package. Any services provided to a State of Florida agency or department in the last 5 years, must be included with the references. Additionally, prospective Bidders shall provide operator name(s), license number(s) and class(es) for wastewater treatment and water treatment. See attached **Reference form** for more detail.

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. If two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractors must complete the **Identical Tie Bid / Drug Free Workplace form (Attachment B)** provided and return it with their bid.

SUPPORTING/SUPPLEMENTAL INFORMATION

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

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

CONFIDENTIALITY/PUBLIC RECORDS LAW

Bidders are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07, F.S. If a Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or thirty (30) days after bid opening, whichever is earlier, the Commission receives a public record 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.

MAILING INSTRUCTIONS

All bids shall be submitted in a **SEALED ENVELOPE** addressed to:

Florida Fish and Wildlife Conservation Commission
Attn: Purchasing
1875 Orange Ave E
Tallahassee, Florida 32311-6160.

The envelope shall be plainly marked on the outside with: BID NUMBER, DATE AND TIME OF THE BID OPENING.

THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

PLEASE NOTE: The Commission's official business hours of operation are 8:00 AM–5:00 PM ET, 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 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**.

SOLICITATION PUBLIC OPENING

The public opening of this bid will be conducted at the date, time and physical address specified on the **Calendar of Events (Page 2)**. **BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.**

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

AWARDED BID/INSPECTION

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

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

POSTING OF BID TABS

Bid Tabulations with Contractors identified as awarded bidders will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System as a Public Notice. The Agency Decision may be viewed at http://vbs.dms.state.fl.us/vbs/main_menu, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

Awarded Bidders are instructed not to proceed until a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice is given to the Contractor by the Commission. A

company or person who proceeds prior to receiving a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice from the Commission does so without a contract and at their own risk.

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

SCOPE CHANGES AFTER CONTRACT EXECUTION

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

FWC CONTRACT MANAGER

The FWC employee identified as the Contract Manager shall perform the following on behalf of the FWC:

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

DELIVERABLES

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

a. Performance of all services set forth in the Scope of Work.

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

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order and/or Change Orders by the completion date, the Commission shall have the right to deduct liquidated damages from any amount due and payable to the Contractor. Liquidated damages shall be assessed in the amount of **$200.00** per calendar day of delay. Exceptions to this provision may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Contract Manager.

PERMITTING

Permitting for this project, if needed, is the responsibility of the Commission. A copy of all permits shall be posted at the work site location at all times during the project. The Contractor is responsible for complying with all permit conditions and the Contractor shall pay any penalties arising from the Contractor's permit violations.

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".

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a bid, be on file with the Department of State in accordance with provisions of Chapter 607, F.S.; similarly, partnerships seeking to do business with the State shall, at the time of submitting such bid, have complied with the applicable provisions of Chapter 620, F.S. For further information on required filing and forms, please go to the following sites: http://sunbiz.org or http://dos.myflorida.com.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.045, Florida Administrative Code (F.A.C.), and Section 287.042(16), F.S., other State of Florida agencies may purchase from the resulting contract of this ITB, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

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

CONDITIONS AND SPECIFICATIONS

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

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Wastewater Treatment Plant and Water Treatment Plant Operation and Maintenance Services at Fisheating Creek Wildlife Management Area Campground

SCOPE OF WORK

The awarded Bidder (Contractor) shall provide operation and maintenance services for the Wastewater Treatment Plant (WWTP), lift stations, and Water Treatment Plant (WTP) on Fisheating Creek Wildlife Management Area (FEC WMA) Campground in accordance with the specifications contained herein. The Florida Fish and Wildlife Conservation Commission's (FWC) FEC WMA Campground is managed by a contracted concessionaire (Concessionaire).

I. OPERATION AND MAINTENANCE

The Contractor's operation and maintenance services shall include all the Florida Department of Environmental Protection (DEP) requirements stipulated in the current Operating Permit and DEP Standard Operating Procedures (SOPs) in order to operate the facilities efficiently and reliably and to maintain the facilities and related appurtenances in compliance with all applicable DEP Rules, State Statutes, and county and local regulations. The Contractor shall invoice FWC for these operation and maintenance services monthly, in arrears at the fee schedule rate provided by the awarded Bidder and as stipulated in this ITB. Operation and maintenance services shall include labor, supplies, parts, and equipment required to ensure the systems are operating efficiently, reliably, and within legal requirements to perform the tasks required herein. If system failure results from non-maintenance, the required repairs and/or replacement equipment, including all associated costs, shall be solely the Contractor's responsibility. The Contractor shall notify the FWC Contract Manager, in writing, of changes in DEP rules, Florida Statutes, and county and local regulations as they apply to permitting or operations of the WTP, WWTP, and related appurtenances.

The Contractor shall keep current all logs/records required by the Permit conditions and an onsite log at each plant (i.e., WWTP and WTP) and each lift station which shall include the date of each visit/service, time in/time out, purpose of visit, description of service provided, parts and supplies used, etc. Maintenance and repairs of appurtenant components, including lift stations and wells, must be documented in the treatment plant logs. Written entries shall be legible and understandable with all shorthand or acronyms clearly defined within the logbooks. The Contractor shall submit supplemental copies of recordkeeping documents including logbook entries and monthly operating reports to the FWC Contract Manager. SOPs will be available upon request.

The Contractor shall be responsible for monitoring and supplying chlorine. During the high season (Thanksgiving through May) the WWTP uses approximately 100 gallons per month and the rest of the year approximately 50 gallons per month. The WTP uses approximately half of what the WWTP uses. The Contractor shall be responsible for normal maintenance of mechanical equipment including, well pumps, service pumps, chlorinators, filters, aerators, clear wells and hydropneumatics tanks. The Contractor shall be responsible for conducting the annual Reduced Pressure Zone (RPZ) certification as part of the standard maintenance services in this ITB.

If FWC is cited or notified of deficiencies as a result of the Contractor's failed or insufficient performance of the operation and maintenance services as specified under this Contract, the Contractor shall assume 100% responsibility for expenses related to any and all corrective measures necessary to return the facility into compliance on behalf of FWC.

NOTE: The Contractor shall perform troubleshooting and minor repairs at the WWTP and WTP facilities as needed. All costs for troubleshooting and minor repairs, including but not limited to parts, supplies (replacement wiring, tubing, pipes, fittings, etc.), labor, and equipment, for the Operation and Maintenance services herein shall be the responsibility of the Contractor and shall be included in the monthly service bid price.

A. Wastewater Treatment Plant and Effluent Disposal Systems Operation and Maintenance

The WWTP on FEC WMA Campground is a 0.025 MGD three-month average daily flow (TMADF) permitted capacity domestic wastewater treatment plant consisting of: five 5,000-gallon aeration tanks, one 4,400-gallon final settling tank, one 805-gallon chlorine contact chamber, and one 2,270-gallon digester tank. The effluent is directed to a land application reuse system with a 0.025 MGD TMADF permitted capacity infiltration basin. The reuse system consists of one 16,384 sq. ft. percolation pond having a capacity of 0.025 MGD. The plant is currently operating under Permit #FLA014269, included in this ITB as Exhibit A.

During the hours of 8:00 a.m. to 5:00 p.m., the Contractor shall provide six routine service visits per week to the WWTP which shall be performed by a Class C or higher certified plant operator. Visits shall occur every weekday as well as one weekend day; however, the Contractor may be required to visit the site outside of the hours listed above.

Included in the monthly bid price, the Contractor shall provide all labor, parts, supplies, and equipment necessary to perform the Operation and Maintenance tasks required under this ITB at no additional cost to FWC. The Contractor may be required to provide additional tasks as directed by the Commission.

The Contractor shall operate the wastewater treatment facility according to manufacturer specifications and pursuant to all applicable Federal, State, County, City, and/or local regulatory rules. The Contractor shall comply with all DEP rules, Florida Statutes, and county and local regulations pertaining to the operation and maintenance of the wastewater facility, systems of treatment control, and related appurtenances.

The Contractor shall comply with all conditions specified within the current Permit for the WWTP facility including but not limited to limitations and monitoring requirements, biosolid management requirements, and operation and maintenance requirements.

The Contractor shall inspect and maintain the facility's equipment, practices, and operations as regulated or required by the Permit conditions and/or operator's manual. The Contractor shall maintain the facility and address deficiencies that may result in a notice of non-compliance or permit violation. The Contractor shall protect the Commission from any conditions which may result in non-compliance with DEP rules, Florida Statutes, county or local regulations to the extent possible. The Contractor shall inform the Commission immediately and in writing upon recognition of a potential problem.

The Contractor shall perform all other routine operation and maintenance tasks for the facility as part of the Wastewater Treatment Plant Monthly Operation and Maintenance bid price. The operation and routine maintenance of the equipment along with associated materials, labor, and parts shall be solely the Contractor's responsibility, including all costs incurred. The Contractor is responsible for maintaining logs/records to show proper equipment maintenance at the WWTP. If equipment failure results from non-maintenance (which may be determined by the lack of maintenance records), the Contractor shall replace such equipment with same or equivalent characteristics at his/her own expense. Operation and routine maintenance tasks shall include:

1. Inspect and lubricate all equipment which require lubrication in accordance with the manufacturer's specifications and recommendations.

2. Supply DEP-approved chlorine analyzer and all necessary parts, materials, and chemicals, such as chlorine solution, reagents, and tubing necessary to operate and maintain the chlorine analyzer in accordance with the manufacturer's specifications and recommendations. Also monitor, calibrate, and record chlorine feed and effluent residuals during each of the 6 routine visits per week.

3. Supply all necessary parts, materials, and equipment necessary to operate and maintain the existing flow meter in accordance with the manufacturer's specifications and recommendations. Monitor and record daily flows in gallons per minute and per day during each of the 6 routine visits per week. Calibration and maintenance of the flow meter shall be performed annually.

4. Replace motor/blower belts as needed. Clean and replace blower filters and change blower oil as needed and minimally as recommended by manufacturer.

5. Repair minor electrical or plumbing problems and provide associated materials, equipment, labor, and parts required for such repairs.

6. Maintain proper adjustment of all apparatus controls.

7. Record the effluent pH during each visit.

8. Ongoing maintenance of air supply to all required components of the treatment plant. The Contractor shall individually check and clean all air diffusers and skimmers, and adjust aeration as required to maintain the plant optimum treatment efficiency. Check and clean blowers as needed and, at a minimum, as the manufacturer recommends.

9. Clean and hose down plant regularly to maintain good housekeeping of the facility and remove all unsightly debris and materials from the facility and immediate surrounding area on a regular basis.

10. Transfer sludge as required to various plant components and concentrate into the digester as necessary to maintain plant-operating efficiency.

11. Check and record sludge return rates regularly as required by the Permit.

12. Please note: sludge removal services shall not be included in the monthly Maintenance and Operation price. If sludge removal services are deemed necessary, the Contractor shall provide and/or coordinate the service in accordance with the procedure outlined in Section III, Major Repairs and Improvements.

13. Provide for emergency standby-pumping services for each facility (inclusive of all necessary equipment, materials, and labor) if an unusual occurrence makes it necessary to immediately pump out a plant to prevent untreated wastewater from improperly escaping into the environment. The Contractor shall perform this function to the best of the Contractor's ability considering the circumstances surrounding the unusual occurrence.

14. Provide sampling, testing, results, and monitoring of any substances or parameters at all locations reasonably necessary to assure compliance with the Permit conditions and/or DEP rules.

15. Maintain monitoring and recordkeeping on-site as required by the Permit conditions, DEP rules, county and local regulations, and FWC specifications. Maintain a copy of the current Operating Permit and Operator's Manual on site.

B. Lift Stations Operation and Maintenance

During the hours of 8:00 a.m. to 5:00 p.m., the Contractor shall visit the three lift stations as needed and provide at least one routine preventative maintenance/service visit to each lift station per week. The Contractor may be required to visit the site outside of the hours listed above to complete routine maintenance. Included in the monthly bid price, the Contractor shall provide all labor, parts, and equipment necessary to perform the Operation and Maintenance tasks required under this ITB at no additional cost to FWC. These tasks include those listed below. Additional tasks may be added by the Commission.

1. Check for proper operation of control panels and pumps.
2. Run amperage reading on motors.
3. Check float switches operation.
4. Check alarm functions.
5. Check valve pit assembly for proper operation.
6. Record elapsed time meters.
7. Troubleshoot and make repairs to equipment as necessary.
8. Pump out lift stations each September.
9. Maintain areas within lift station fences free of litter and weed-whip, as needed, to maintain vegetation no more than 4 inches high.
10. Perform all other routine operation and maintenance tasks for the three lift stations as part of the monthly service and included in the monthly fee.

The Contractor shall supply all necessary parts and materials necessary to operate and maintain the three lift stations and force main systems. The operation and maintenance of the entire sewage collection/transmission system, three lift stations, and force main systems along with associated materials, equipment, labor, and parts required for such maintenance shall be solely the Contractor's responsibility including all costs incurred. The Contractor is responsible for maintaining logs/records to show that they are properly maintaining equipment at the lift stations and associated systems. If equipment failure results from non-maintenance of the equipment, the Contractor shall replace such equipment with same as or equivalent characteristics, at his/her own expense.

C. Water Treatment Plant Operation and Maintenance

Potable water at FEC WMA is provided by a Transient Non-Community Potable Water System, PWS #5220179. The water plant is a Category V, Class D facility that treats Raw Ground Water from one well.

The Contractor shall comply with all DEP rules, Florida Statutes, Florida Administrative Code, and county and local regulations pertaining to the operation and maintenance of the water treatment system. Specifically, the Contractor shall operate and maintain the water treatment plant as to comply with applicable standards in Chapters 62-550 and 62-555.350, F.A.C.

Included in the monthly bid price, the Contractor shall provide all labor, parts, and equipment necessary to perform the standard Operation and Maintenance tasks required under this ITB at no additional cost to FWC. Water Treatment Plant Monthly Operation and Maintenance Services provided by the Contractor shall include:

1. Routine maintenance and repairs, including all costs incurred, of the necessary components of the water treatment plant in order to maintain the plant in good operating condition.

2. Six routine service visits per week, to include every weekday and one weekend day, by a Class D or higher operator. The Contractor shall ensure the plant is operating within legal requirements.

3. Maintain onsite logs, records, and reports in accordance to Chapter 62-555.350(12), F.A.C., Chapter 62-550.720, F.A.C., and 62.-550.730, F.A.C. and as required by FWC.

4. Submission of records and reports to DEP as required.

5. Water testing requirements include the following:

    a. Chlorine levels at point of entry and one remote location and temperature or pH at point of entry shall be measured and recorded at each visit.

    b. Two microbiological samples shall be tested quarterly in accordance with the sampling plan at a certified laboratory.

    c. Nitrates and Nitrites at point of entry shall be tested each September by a certified laboratory.

The cost for the above services and associated supplies, parts, equipment, and travel costs shall be provided by the Contractor as part of the Water Treatment Plant Monthly Operation and Maintenance bid price. Abnormal occurrences and emergencies shall be reported to FWC and in accordance with Chapter 62-555.350(10). See Section II, Additional Samples for procedures and specifications.

Preventative maintenance on electrical and mechanical equipment shall be performed in accordance with the equipment manufacturer's recommendations and/or the onsite operation and maintenance manual. The Contractor is responsible for maintaining logs/records to show that they are properly maintaining equipment at the WTP. If equipment failure results from non-maintenance of the equipment, the Contractor shall replace such equipment with same as or equivalent characteristic, at his/her own expense.

D. Vegetation Maintenance Around WWTP

The Contractor will be responsible for the following:

1. Mowing and maintaining the area within the fence at wastewater treatment plant.

2. Maintaining grass height at no more than 6 inches.

3. Maintaining the WWTP pond to ensure that it meets DEP requirements.

As an alternative, if the area is too wet to mow, the vegetation may be sprayed with an aquatic labeled herbicide to control vegetation. The Contractor shall record dates of all vegetation maintenance activities in the WWTP logbook.

The Contractor shall be aware of gopher tortoise holes and activity within the WWTP fenced area. Any gopher tortoises observed in the fenced area shall be promptly reported to the FWC Project Manager. The area(s) within 20 feet of burrows shall be weed-whipped to maintain vegetation. No herbicide treatment or mowing shall occur within 20 feet of the burrow opening.

II. ADDITIONAL SAMPLES

In the event additional samples from the treatment facilities or lift stations are needed for testing by a certified lab as required and necessary for compliance with applicable statutory and/or regulatory requirements beyond those samples already listed and provided for herein, the Contractor shall provide FWC with a written notification and explanation of need. The bid price for additional samples shall be a fixed rate that includes all labor and materials to collect, transport, and test, and any other costs associated with the additional sample. FWC shall not compensate the Contractor for costs associated with additional sample collection and testing other than the fixed rate per sample provided on the Price Sheet.

Upon completion of the additional sampling for the facilities and/or lift stations, the Contractor shall invoice FWC in accordance with the price sheet bid price. Documentation including the written explanation for the testing and test results shall be included with the invoice.

Please note: FWC may choose to obtain and deliver WTP clearance samples to be tested at a certified laboratory at its own expense or via the Campground Concessionaire. This will not alleviate the Contractor's responsibility to notify and coordinate with FWC and the Concessionaire about the need for clearance samples, boil water notice procedures, and the Contractor's responsibility to notify DEP and document the incident as required.

III. MAJOR REPAIRS AND IMPROVEMENTS

For repairs or improvements not covered in Section I., including but not limited to replacement motors, pumps, or blowers, and sludge removal services, prior written approval from FWC is required. If the Contractor deems a major repair or improvement is necessary to ensure that the facilities and lift stations are operating efficiently, reliably, and in accordance with all requirements including but not limited to those set forth in the DEP Operating Permit and applicable laws and regulations, the Contractor shall provide FWC with a written cost estimate and explanation of need. Cost estimates shall include estimated onsite labor needs for the repair/improvement and actual cost of equipment or parts, including shipping/delivery fees, from the supplier, as applicable. The Contractor must obtain written approval from FWC prior to initiating the repairs. The Contractor shall initiate the approved repairs within forty-eight hours of said approval, or otherwise within an alternative timeframe approved by the FWC Project Manager for the given repair or improvement. When possible, the repairs or improvement shall occur during regular site visits as required in Section I. Labor shall be invoiced for time spent onsite at FEC WMA. FWC will not be responsible for any other costs associated with repairs and improvements, including transportation to and from FEC WMA, suppliers, etc.

Upon completion of the repair or improvement, the Contractor shall invoice FWC in accordance with the approved written cost estimate and shall include supporting documentation of all costs as required by the Florida Department of Financial Services (DFS) under a cost reimbursement contract. See discussion under Section V (Invoicing and Payment).

IV. EMERGENCY SERVICES

The Commission or Concessionaire shall contact the Contractor immediately when an emergency call is needed. Additionally, the Contractor shall notify the Commission immediately in the event of a facility emergency and shall notify the Concessionaire so that appropriate steps can be taken to maintain public safety. If agreed upon by the Commission, the Contractor shall proceed with the recommended repairs. Emergency calls shall be at a fixed price that include transportation of up to two staff members to and from FEC WMA and a maximum of two hours onsite. Additional onsite labor for up to two staff members during the same emergency response event shall be invoiced to the nearest quarter hour.

V. INVOICING AND PAYMENT

The Contractor shall invoice FWC for the operation and maintenance services of the facilities and lift stations in Section I on a monthly basis, in arrears, at the fee schedule rate as stipulated in this ITB. The Contractor shall separately invoice the Commission for additional samples, major repairs or improvements, and emergency services which are provided pursuant to and in accordance with Section II, III, and IV, respectively. The Contractor shall submit additional samples or emergency service invoices on a monthly basis.

If FWC approves any repair or improvement pursuant Section III and IV, the Contractor shall invoice FWC for such repair or improvement, as soon as possible but no later than 60 days following completion of the repair or improvement, on a cost reimbursement basis. As such, DFS requires invoices for cost reimbursement to be supported by an itemized listing of expenditures by category (e.g. salary, travel, expenses). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed. Examples of types of documentation that meet the DFS minimum requirements:

- Salaries: If an individual or more than one individual for whom reimbursement is being claimed is paid by the hour (e.g., reimbursement for labor at the hourly rate), a document detailing the number of individuals that reflects the hours worked by each individual multiplied by the rate of pay will be acceptable.
- Other direct costs: Reimbursements will be made based on paid invoices/receipts.

Please note that this is not a comprehensive list of types of documentation to meet the minimum requirements, and the DFS Reference Guide to State Expenditures contains further guidance regarding cost reimbursement invoicing and payment requirements. The DFS Reference Guide for State Expenditures (last updated February 2011) is available online at:
https://www.myfloridacfo.com/aadir/Reference_Guide_for_State_Expenditures.pdf

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VI. FINANCIAL CONSEQUENCES FOR EMERGENCY RESPONSE CALLS

Since time is of the essence concerning the Contractor's response to emergency response calls, and since damages suffered by the Commission as a result of tardiness by the Contractor in emergency situations cannot be accurately calculated, the Commission and the Contractor agree that the following is a reasonable estimate of the damages that will be suffered by the Commission for failure of the Contractor to respond to an emergency service call within two hours. The Commission shall assess a $50.00 per hour charge to the Contractor for each hour, or portion thereof, to be prorated at the beginning of each fifteen-minute interval beyond the allowable time period, during which the Contractor has not appropriately responded. The total amount of this assessment shall be charged against the total invoice for the emergency service call. Failure to satisfactorily complete all services shall result in rejection of the invoice for those services.

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PRICE SHEET

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CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY.

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

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

INITIAL TERM (Contract Years 1-5)		
ITEM 1- MONTHLY OPERATION AND MAINTENANCE (Section I)		
	Service	**Bid Price**
A.	Wastewater Treatment Plan and Wastewater Effluent Disposal System (six visits per week)	$ _____/Month X 12 = $ _____/Year
B.	Lift Stations (three lift stations, one visit each per week)	$ _____/Month X 12 = $ _____/Year
C.	Water Treatment Plant (six visits per week)	$ _____/Month X 12 = $ _____/Year
D.	Vegetation Maintenance around WWTP	$ _____/Month X 12 = $ _____/Year
	ITEM 1 TOTAL (A + B + C + D)	**$_____/Year**

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ITEM 2- OTHER SERVICES					
	Service	**Unit Price**	**X**	**Estimated # of Units***	**Service Total**
A.	**Additional Samples (Section II)**				
	1. Fixed Rate for Collection (to include all costs associated with collection and transport of samples)	$ _____/event	X	4	$_____
	2. Fixed Rate for Lab Testing	$ _____/sample	X	8	$_____
B.	**Major Repairs and Improvement (Section III)**				
	1. Hourly Onsite Rate (for up to two staff)	$ _____/hour	X	4	$_____
	2. Additional Staff Not Included in B.1. Above	$ _____/hour	X	1	$_____
C.	**Emergency Services (Section IV)**				
	1. Initial Response (mobilization to site and up to two hours onsite for up to two staff)	$ _____/event	X	6	$_____
	2. Additional onsite labor after initial two hours (for up to two staff)	$ _____/hour	X	1	$_____
	ITEM 2 TOTAL (A1 + A2 + B1 + B2 + C1 + C2)				**$**_____
INITIAL CONTRACT TERM TOTAL (ITEM 1 TOTAL + ITEM 2 TOTAL)					**$**_____

***NOTE: Estimated number of units for bid price comparison only**

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RENEWAL TERM (Contract Years 6-10)		
ITEM 3- MONTHLY OPERATION AND MAINTENANCE (Section I)		
	Service	**Bid Price**
A.	Wastewater Treatment Plan and Wastewater Effluent Disposal System (six visits per week)	$ _____/Month X 12 = $ _____/Year
B.	Lift Stations (three lift stations, one visit each per week)	$ _____/Month X 12 = $ _____/Year
C.	Water Treatment Plant (six visits per week)	$ _____/Month X 12 = $ _____/Year
D.	Vegetation Maintenance around WWTP	$ _____/Month X 12 = $ _____/Year
	ITEM 3 TOTAL (A + B + C + D)	**$_____/Year**

ITEM 4- OTHER SERVICES					
	Service	**Unit Price**	**X**	**Estimated # of Units***	**Service Total**
A.	**Additional Samples (Section II)**				
	1. Fixed Rate for Collection (to include all costs associated with collection and transport of samples)	$ _____/event	X	4	$_____
	2. Fixed Rate for Lab Testing	$ _____/sample	X	8	$_____

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B.	**Major Repairs and Improvement (Section III)**				
	1. Hourly Onsite Rate (for up to two staff)	$ _____/hour	X	4	$_____
	2. Additional Staff Not Included in B.1 Above	$ _____/hour	X	1	$_____
C.	**Emergency Services (Section IV)**				
	1. Initial Response (mobilization to site and up to two hours onsite for up to two staff)	$ _____/event	X	6	$_____
	2. Additional onsite labor after initial two hours (for up to two staff)	$ _____/hour	X	1	$_____
	ITEM 4 TOTAL (A1 + A2 + B1 + B2 + C1 + C2)				**$**_____
RENEWAL CONTRACT TERM TOTAL (ITEM 3 TOTAL + ITEM 4 TOTAL)					**$**_____

***NOTE: Estimated number of units for bid price comparison only**

TOTAL BID PRICE **$**_____
(ORIGINAL CONTRACT TERM TOTAL + RENEWAL CONTRACT TERM TOTAL)

***Note: Estimated number of units is for bid price comparison only.**

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

Contractor:_____ Title;_____

Signed:_____ Print Name:_____

Address:_____ City/State/Zip:_____

Telephone:_____ Fax:_____

REFERENCES

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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. **All plant operator services provided to a State of Florida agency or department in the last 5 years, must be included with the references** or provided in a supplemental document.

Additionally, prospective Bidders shall provide operator name(s), license number(s) and class(es) for wastewater treatment and water treatment.

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

_____

_____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

_____

_____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

_____

_____

LEAD/CHIEF OPERATOR INFORMATION

Lead/Chief Operator Name:_____

Wastewater Treatment Plant Operator License Number: _____ Class:_____

Drinking Water Treatment Plant Operator License Number: _____ Class:_____

_____

CONTRACTOR NAME

_____

AUTHORIZED SIGNATURE

ATTACHMENT A

FWC 19/20-85

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION

PURCHASE ORDER TERMS & CONDITIONS

Last Updated: July 24, 2018

Section 1. PURCHASE ORDER.

A. Composition and Priority.

The Contractor agrees to provide commodities, contractual services, or professional services to the Commission within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. PERFORMANCE.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Commission shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Commission, or of other agencies involved in the project on behalf of the Commission.

B. Performance Deficiency.

If the Commission determines that the performance of the Contractor is unsatisfactory, the Commission may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time frame specified by the Commission. The Contractor shall provide the Commission with a corrective action plan describing how the Contractor will address all issues of Purchase Order non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or Purchase Order non-compliance. If the corrective action plan is unacceptable to the Commission, the Contractor will be assessed a non-performance retainage equivalent to ten (10) percent of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Commission for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

C. Contractor Responsibilities.

The Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Purchase Order shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Purchase Order must comply with all security and administrative requirements of the Commission.

The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the 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 the Contractor of its obligation to perform all work in compliance with the Purchase Order. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

D. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Commission. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Commission expressly waives such secondary liability. The Commission may assign the Purchase Order with prior written notice to the Contractor.

E. Damages to State Property.

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

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

F. Quarterly Minority and Service-Disabled Veteran Business Enterprise Report.

The 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.

G. Independent Contractor.

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission. The Contractor agrees to include this provision in all its subcontracts under the Purchase Order.

H. Commission Rights to Undertake or Award Supplemental Contracts.

The Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Purchase Order. The Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 3. PAYMENT AND FEES.

A. Payment.

The Contractor will be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or contractual services is confirmed in writing by the Commission.

B. Invoicing.

Invoices may be submitted electronically to the Commission's designated Contract Manager, as identified in this Purchase Order. The Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

C. Invoices, Continued.

All invoices shall be processed in accordance with Section. 215.422, Florida Statutes (F.S.), and Rule 69I-24, Florida Administrative Code (F.A.C.), upon receipt of a proper invoice and approval and inspection of goods or services. The Commission shall record the date of receipt of an invoice on the date on which a proper invoice is first received at the place designated by the Commission. Approval and inspection of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. Invoices must be legible and shall contain the items below in detail sufficient for a proper audit.

- The invoice number
- The date of the invoice
- "Bill To" information, including address
- The vendor's name and payment remittance address
- The purchase order number
- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
- Date(s) of service (beginning date – ending date)
- Invoices for commodities must provide a clear description of the item(s), number of units and cost per unit. Numerical code descriptions alone will not be accepted.
- Invoices for services must provide a clear description of the specific deliverables that must be provided and accepted prior to payment.
- Invoices for fixed unit rate agreements must show the number of units and cost per unit.
- Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period (e.g. quarterly, monthly, etc.) must identify the deliverables provided.

D. Payment Timeframe.

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless applicable solicitation specifications or this Purchase Order specify 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 as described in Section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar ($1.00) will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of

Financial Services and may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

E. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, F.A.C.:

> The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Subsection 287.057(22), F.S. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

F. Annual Appropriation.

Pursuant to Section 287.0582, F.S., if this Purchase Order binds the Commission for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this Purchase Order is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Purchase Order and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Purchase Order, and as to what constitutes an "annual appropriation" of funds to complete this Purchase Order. If such funds are not appropriated or available for the agreed-upon purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

G. Travel.

Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with Section 112.061, F.S.

H. Automated Clearing House (ACH)

To make transaction fee payments, contractors can register for debit ACH at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_forms 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.

I. Electronic Funds Transfer (EFT)

The Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Purchase Order. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at https://www.myfloridacfo.com/Division/AA/Vendors. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. Return or Recoupment of Funds – Overpayments to Contractor.

The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Purchase Order that were disbursed to the Contractor by the Commission. In the event that the Contractor or its independent auditor discovers that overpayment

has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Subsection 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to "Florida Fish and Wildlife Conservation Commission."

K. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.

If the Contractor's non-compliance with any provision of the Purchase Order results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Contractor under this Purchase Order or any other contract between the Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Purchase Order or any other contract between the Contractor and the Commission, the Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

L. Florida Emergency Supplier Network (FESN).

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. FESN applications and contracts may be obtained at:

https://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_networks/

Section 4. LIABILITY.

A. Reasonably Associated Insurance.

During the term of this Purchase Order, the 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 Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Purchase Order. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Purchase Order. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Workers' Compensation claims, or will secure and maintain during the life of this Purchase Order, 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 Florida's Workers' Compensation laws (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Purchase Order is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Purchase Order, unless the 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, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the term of the Purchase Order. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Purchase Order term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Purchase Order as required in the Scope of Work.

E. Written Verification of Insurance.

Upon execution of this Purchase Order, the Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the execution date of the Purchase Order, the 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, the Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and may be faxed to (850) 922-8060.

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

G. Indemnification, Generally.

If the 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 the Contractor is not a state agency or subdivision as defined above, then to the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Commission.

H. Professional Services.

If this is a Professional Services Purchase Order as defined in Section 725.08, F.S., then notwithstanding the provisions of Section 725.06, F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Purchase Order.

I. Sovereign Immunity.

Nothing contained in this Purchase Order shall constitute a waiver by the Commission of its sovereign immunity or, consent by the Commission or the State of Florida or its subdivisions to suit by third parties, or a waiver of the provisions of Section 768.28, F.S.

Section 5. COMPLIANCE WITH FLORIDA LAWS.

A. Familiarity and Compliance with Laws, Generally.

The Contractor is required to be familiar and comply with all 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 or her from responsibility. Violation of such laws shall be grounds for termination of the agreement.

B. 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 Purchase Order.

C. Discriminatory Vendor List.

In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the Department of Management Services' 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. The Contractor has a continuing duty to disclose to the Commission, in writing, whether the Contractor or any of its affiliates appear on the discriminatory vendor list.

D. Convicted Vendor List.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the Department of Management Services' (DMS) convicted vendor list following a conviction for a Public Entity Crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if the Contractor or any of its affiliates are on the convicted vendors list maintained by DMS pursuant to Subsection 287.133(3)(d), F.S. The Contractor must notify DMS and the Commission, in writing,

within thirty (30) days after conviction of a Public Entity Crime applicable to the Contractor or an affiliate of the Contractor as defined in Section 287.133, F.S.

E. Scrutinized Companies List.

The Contractor hereby certifies that it is not a scrutinized company as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for the term of this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification; or if the Contractor is placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

F. Lobbying.

In accordance with Sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an agency. Pursuant to Subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

G. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to 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 anything of value for the benefit of, or at the direction or request of, any State officer or employee.

H. Public Records.

i. All records in conjunction with this Purchase Order shall be public records and shall be treated in the same manner as other public records are under Chapter 119, F.S.

ii. This Purchase Order 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, F.S., and made or received by the Contractor in conjunction with this Purchase Order, unless exemption for such records is allowable under Florida law.

iii. If the Contractor meets the definition of "Contractor" in Subsection 119.0701(1)(a), F.S., the Contractor agrees to do the following as required under Florida law:

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 488-6553,** RecordsCustodian@myfwc.com**, and 620 South Meridian Street, Tallahassee FL 32399.**

b. Keep and maintain public records required by the Commission to perform the service.

c. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Contractor does not transfer the records to the Commission.

e. Upon completion of the Purchase Order, transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the Purchase Order, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Purchase Order, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

I. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Commission's Contract Manager or the Commission's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Commission's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

J. Intellectual Property.

i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. If the 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 the Contractor. If the Contractor is not a state agency or subdivision as defined above, the 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 the Contractor.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Purchase Order for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Purchase Order 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 Purchase Order 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.

K. Real Property.

If this Purchase Order is for the purchase or improvement of real property and supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided in the Scope of Work. Title to state-owned real property remains vested in the state.

State-owned real property will be used as provided in the Scope of Work.

L. Non-Expendable Property.

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

Title (ownership) to all non-expendable property acquired with funds from this Purchase Order shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Purchase Order unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in the Scope of Work.

M. Cooperation with Inspector General.

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

N. Employment Eligibility Verification.

i. **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 the Contractor during the Purchase

Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

ii. **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 https://www.e-verify.gov.

iii. **Enrollment in E-Verify.** If the 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 Purchase Order.

iv. **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).

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

O. RESPECT.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order 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, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; 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.

P. PRIDE.

In accordance with Subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order 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 THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 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.

Additional information about PRIDE and the products it offers is available at http://www.prideenterprises.org.

Q. Recycled Products.

The Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Purchase Order in accordance with Section 403.7065, F.S.

R. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

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

S. Eligibility and Licensure.

The Contractor shall be licensed as necessary to perform under this Purchase Order 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 Purchase Order, the Contractor warrants that it has the capability in all respects to fully perform the Purchase Order requirements and the integrity and reliability that will assure good-faith performance as a responsible Bidder, and that the Contractor shall comport with Chapter 287, F.S., Chapter 60A, F.A.C., and all other applicable rules and laws. Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Purchase Order.

Section 6. COMPLIANCE WITH FEDERAL LAWS.

A. Federal Compliance, Generally.

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

a. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. §§ 7401-7671), and the Water Pollution Control Act (33 U.S.C. §§ 1251-1387, as amended).

b. **Lacey Act, 16 U.S.C. §§ 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

c. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §§ 1801-1884.** This Act governs marine fisheries in Federal waters.

d. **Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

e. **Endangered Species Act, 16 U.S.C. § 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

B. Debarment and Suspension Contractor Federal Certification.

If this Purchase Order relies on federal funds, in accordance with Federal Executive Order 12549 and 2 C.F.R. Part 1400 regarding, Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

C. Drug Free Workplace.

If this Purchase Order relies on federal funds, pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 U.S.C. § 81.

D. Prohibition against Lobbying.

If this Purchase Order relies on federal funds, the Contractor certifies that no Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that it has not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Purchase Order and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Purchase Order and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Purchase Order, immediately provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Purchase Order, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or

declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any nonfederal funds are used for lobbying activities as described above in connection with this Purchase Order, 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.

Section 7. SUBCONTRACTS.

A. Subcontractors and Liability.

If the Contractor is authorized to subcontract, the Contractor shall ensure, and provide assurances to the Commission's Contract Manager upon request, that any subcontractor selected for work under this Purchase Order has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Purchase Order. The Contractor must provide the Commission's Contract Manager with the names of any subcontractor considered for work under this Purchase Order; the Commission reserves the right to reject any subcontractor. The 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's Contract Manager upon request. The Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The 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.

B. Subcontractors as Independent Contractors.

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 venture, or partner of the State of Florida.

C. Contractor Payments to Subcontractor.

If subcontracting is permitted, the Contractor agrees to make payments to its subcontractor(s) 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 the Contractor and subcontractor(s). The Contractor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor(s) in the amount of one-half of one percent (0.5%) 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.

Section 8. TERMINATION AND OTHER REMEDIES.

A. Financial Consequences.

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

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.

Further financial consequences may be identified in the Scope of Work.

B. Commission Unilateral Termination.
The Commission may unilaterally terminate this Purchase Order for convenience by providing the Contractor with fifteen (15) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

C. Termination – Fraud or Willful Misconduct.
This Purchase Order 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 the Contractor with written notice of termination.

D. Termination – Funds Unavailability.
In the event funds to finance this Purchase Order become unavailable or if federal or state funds upon which this Purchase Order is dependent are withdrawn or redirected, the Commission may terminate this Purchase Order upon no less than twenty-four (24) hours' notice in writing to the 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 Purchase Order to another program thus causing "lack of funds." In the event of termination of this Purchase Order under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

E. Prohibition of Unauthorized Aliens.
In accordance with Executive Order 96-236, signed August 1, 1996, by the Governor of Florida, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Subsection 274A(e) of the federal Immigration and Nationalization Act. Such violation shall be cause for unilateral termination of this Purchase Order if the Contractor knowingly employs unauthorized aliens.

F. Termination – Other.
The Commission may terminate this Purchase Order if the Contractor fails to:

1. comply with all terms and conditions of this Purchase Order;
2. produce each deliverable within the time specified by the Purchase Order or extension;
3. maintain adequate progress, thus endangering the performance of the Purchase Order; 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 Purchase Order. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

G. 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 Purchase

Order, 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.

Section 9. RECORD-KEEPING REQUIREMENTS.

A. Contractor Responsibilities for Record-Keeping.

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 Purchase Order, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

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

C. Contractor Records Retention.

Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the completion of this Purchase Order, if the Purchase Order is for commodities or services; or for ten (10) years following the completion of this Purchase Order, if the Purchase Order is for construction; or for the period otherwise required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/). The Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Purchase Order, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Purchase Order 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 are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Purchase Order, for the Commission to comply with this requirement.

Section 10. MISCELLANEOUS.

A. Governing Law, Severability and Venue.

This Purchase Order 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 Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Purchase Order 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 Purchase Order. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

B. Waiver.

As part of the consideration for this Purchase Order, 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 Purchase Order, or with the products or services provided under this Purchase Order, including but not limited to any claim by the Contractor of *quantum meruit*. The delay or failure by the Commission to exercise or enforce any of its other rights under the Purchase Order shall not constitute waiver of such rights.

C. Modification.

The Purchase Order may only be modified by a Change Order agreed to by the Commission and the Contractor. 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 a Change Order in writing, outlining the reasons and the itemized costs required for the Change Order. The Parties agree to renegotiate this agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Purchase Order necessary.

D. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

E. Entire Agreement.

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

F. Force Majeure

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

However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Purchase Order. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Purchase Order to either Party.

In the case of any delay, the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Contractor first had reason to believe

that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Contractor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.

G. Other Miscellaneous Provisions.

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 Parties do not intend, nor shall this Purchase Order be construed, to grant any rights, privileges or interest to any person not a party to this agreement.

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ATTACHMENT B

FWC 19/20-85

IDENTICAL TIE BIDS / DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

_____

VENDOR NAME

_____

AUTHORIZED SIGNATURE