



## Past Performance

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### **MONUMENT TRAIL - STONE AND TRUCK HAULING:**

**33100 Tamiami Trail E. Ochopee, FL 34141**

**Prime:** Giving Tree Capital LLC

**Agency:** National Park Service

140P5224P0052

05/16/24 - 07/03/24

- Performed the supply, hauling, and delivery of 5,000 tons of FDOT-approved limerock base to the Monument Trail within Big Cypress National Preserve. The project supported trail stabilization for off-road vehicle use by filling erosion-prone areas along a 10-mile trail. Delivery was executed within a strict 31-day period using 20-yard dump trucks, in coordination with NPS staff, and in compliance with all applicable safety and material specifications.

Damien Hargrove - COR - NPS - (239) 340-0079 - [damien\\_hardgrove@nps.gov](mailto:damien_hardgrove@nps.gov)

Andre Ward - KO - NPS - 850.232.4630 - [Andre\\_Ward@nps.gov](mailto:Andre_Ward@nps.gov)

### **Camp Sherman Bill of Materials OHARNG**

**2154 Narrows Rd, Chillicothe, OH 45601, USA**

**Prime:** Giving Tree Capital LLC

**Agency:** Army

W9136424P0049

07/18/2024 - 07/31/2024

- Supported the 1194th Engineer Company's renovation of the motor pool at Camp Sherman Joint Training Center in Chillicothe, Ohio. From July 13–22, 2024, we furnished and delivered 4,604 tons of OHDOT-specified limestone aggregates (#1 & 2, #57, and #304), along with geotextile fabric, fencing materials, and erosion control supplies. In addition to delivery, our team assisted in spreading material on base as directed by on-site personnel. All work was performed in full coordination with base access requirements and completed on schedule, with all materials accepted without issue.

Brett A. Fruth - KO - Army - 614-336-7348 - [brett.a.fruth.civ@army.mil](mailto:brett.a.fruth.civ@army.mil)

CPT Thomas Ortman - COR - Army - 614-581-1704 - [thomas.j.ortman5.mil@army.mil](mailto:thomas.j.ortman5.mil@army.mil)



**Flex Base Material LRGFO**

**325 Golf Course Rd, Mercedes, TX 78570, USA**

**Prime:** Giving Tree Capital

**Agency:** International Boundary and Water Commission

191BWC24P0118

11/20/2024 - 12/27/2024

- Approximately 46,000 tons of Type E Flexible Base Material were delivered and placed across eight levee segments along the U.S.–Mexico border. The caliche-based material was spread in uniform 4" lifts using belly dump trucks to accommodate tight turns along the levees. A quality control program was implemented to monitor gradation, moisture content, liquid limit, and plasticity index. Daily delivery rates regularly exceeded 1,400 tons, with material transported to key locations including La Villa, Mercedes, and Mission, TX. All scale systems were calibrated to ensure accurate quantities and detailed reporting was maintained throughout the duration of the project.

Heriberto Cantu - COR - IBWC - 956 463 0364 - [heriberto.cantu@ibwc.gov](mailto:heriberto.cantu@ibwc.gov)

Suzette Smith - KO - IBWC - 915-832-4110 - [suzette.smith@ibwc.gov](mailto:suzette.smith@ibwc.gov)



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

Babcock/Webb WMA SAL Materials  
FWC 25/26-22  
INVITATION TO BID

## **ITB BIDDER ACKNOWLEDGEMENT FORM**

**Purpose:** The intent of this bid is to obtain competitive pricing for the supply and delivery of 6"-12" riprap, 24" limestone boulder, 36" limestone boulder, and #57 stone materials to the designated dumping site, 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 the [Procurement Manager](#).

**Responsible Vendors:** The Commission shall only consider responsible vendors. Responsible vendors 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.

**Sealed Bid:** In response to an Invitation to Bid (ITB), a sealed bid is the final submission of a bid from a vendor prior to the bid deadline, after which no further submissions will be considered.

**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: Giving Tree Capital, LLC.

Contact Person Name: Joel Vidaurre

Business Address: 10272 NW 7 Street


City: Coral Springs State: FL Zip code: 33071

Phone: 954-210-7652 Fax: \_\_\_\_\_ Email: Joel@givingtreeusa.org

Federal Employer Identification Number: WEMGZRAJV8F9

**The undersigned attest to the following:**

***"We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety."***

Authorized Signature (Manual): 

Authorized Signature Name (Typed) and Title: Joel Vidaurre, CEO

# CALENDAR OF EVENTS

FWC 25/26-22

SCHEDULE	DUE DATE	METHOD
Bid Advertised	November 4, 2025	Posted on the <a href="#">Vendor Information Portal (VIP)</a>
Deadline for Questions	Must be received <b>PRIOR</b> to: November 11, 2025 <b>@ 5:00 PM ET</b>	See Solicitation Questions Clause
Anticipated date for Responses to Written Questions	November 14, 2025	Posted on the <a href="#">Vendor Information Portal</a>
<b>SEALED BIDS DUE</b>  (REMEMBER: The bid number should be clearly marked on envelope)	Must be received <b>PRIOR</b> to: November 21, 2025 <b>@ 2:30 PM ET</b>	<b>Mailing Address:</b>  Florida Fish & Wildlife Conservation Commission Attn: Purchasing 1875 Orange Ave E Tallahassee, Florida 32311-6160  <b>Submissions are due BEFORE the date and time of the public opening.</b>
Public Bid Opening	November 21, 2025 <b>@ 2:30 PM ET</b>	<b>Public Opening Options for Attendance:</b>  <b>-In Person-</b> 1875 Orange Ave E Tallahassee, FL 32311-6160  <b>-Teleconference-</b> <u>Conference call phone number:</u> 1.888.585.9008  <u>Conference room number:</u> 218-721-199
Anticipated Date of Intended Award	December 1, 2025	Posted on the <a href="#">Vendor Information Portal</a>

# GENERAL CONDITIONS

FWC 25/26-22

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 2)**.

Certified Minority-owned, Woman-owned and Service-Disabled Veteran Business Enterprises, as certified by the State of Florida Office of Supplier Development, 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](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**

Xavier Wilson  
xavier.wilson@myfwc.com

## **ESTIMATED BUDGET**

The Commission has an estimated budget for this project of **\$75,000**.

## **TERM**

The contract will be effective one year upon issuance of Purchase Order.

If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor shall submit an extension request in writing. The Project Manager and Contract Manager will review the extension request and if they determine it is justified, will forward to the Bid Request Inbox ([bidrequest@myfwc.com](mailto:bidrequest@myfwc.com)) for procurement review and approval/disapproval.

## **SUBCONTRACTS**

Subcontracting **IS** permitted pursuant to the Terms and Conditions of the Purchase Order. The **Subcontractor Minority Status Report (Composite Exhibit I)** shall be submitted with each invoice for payment. The **List of Subcontractors (Composite Exhibit I)** shall be included with bid submission.

## **DIVERSITY**

The Commission is committed to supporting Florida's diverse business industry and population through ensuring participation by minority, women, and veteran-owned business enterprises in the economic life of the state. The [State of Florida Mentor Protégé Program](#) connects minority, women, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage contractors doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Development at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

FWC encourages diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. Bidders can visit the [Office of Supplier Development website](#) for information on certified business enterprises that may be considered for subcontracting opportunities. However, pursuant to Section 287.05701 F.S., the Commission may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests.

## **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.

## **SOLICITATION QUESTIONS**

Any questions from Bidders that require an official FWC answer concerning this project shall be submitted in writing to the [Procurement Manager](#). This includes specification inquiries, such as questions or requests

for additional or altered terms and conditions. Questions to the Procurement Manager shall not constitute formal protest of the specifications or of the solicitation. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 3)**. 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 Information Portal (<https://vendor.myfloridamarketplace.com>).

### **LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD**

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Commission posting the notice of intended award, (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 CHALLENGE**

Any protest concerning the specifications of this solicitation shall be made in accordance with PUR1001, paragraph 20, "Protests". A notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. 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.

### **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 Information Portal internet site. **Each Bidder is responsible for monitoring the Vendor Information Portal website (<https://vendor.myfloridamarketplace.com>) 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 Information Portal.

### **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 2)**, 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. See the attached **references form** for more detail.

### **EQUAL BIDS**

In the event that there is no multiple award contemplated in the ITB, and the Commission receives equal bids eligible for award, the Commission will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Commission may request information from



Bidders with equal bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification. If the tie has not been broken by application of the statutes, the Commission will proceed with a random selection to decide the award.

### **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. DIGITAL SUBMISSIONS SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE ACCEPTED.**

### **SOLICITATION PUBLIC OPENING**

The public opening of this bid will be conducted at the date, time and method specified on the **Calendar of Events (Page 3)**. **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 who submits the lowest bid price. If deemed necessary, an interview with the bidder by the Contract Manager may be required before the bid is awarded.

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

### **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 Information Portal](https://vendor.myfloridamarketplace.com) as a Public Notice. The Agency Decision may be viewed at <https://vendor.myfloridamarketplace.com>, 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 formal contract amendment.

## **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 [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.

## **NOTICE TO PROCEED**

The awarded Bidder shall not initiate work under this contract until the required Insurance documentation has been received by the Commission. The Contractor may begin work once it has received an official written **Notice to Proceed (Attachment B)** from the Contract Manager.

## **CERTIFICATE OF CONTRACT COMPLETION**

The Contract Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Contract Manager a notarized **Certificate of Contract Completion (Attachment C)** and the contract shall be deemed completed upon the issuance date of such Certificate.

## **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 **\$100** 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.

## **WARRANTIES/DAMAGED ITEMS/DELIVERY**

The Contractor shall assume full responsibility for providing or ensuring warranty coverage and/or warranty service on any and all items including goods, materials, or equipment provided to the Commission. If Contractor is not the Manufacturer, all Manufacturer warranties must be passed through to the Commission.

Delivery shall be made no later than the specified Delivery Date. The Contractor shall pay all costs associated with delivery and shall assume full responsibility for all item(s) damaged prior to the F.O.B. destination delivery and agree to hold harmless the Commission of all responsibility for prosecuting damage claims.

The Contractor shall assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by the Commission of such defect or damage.

### **GUARANTEE**

If products do not comply with the specifications contained herein, the Contractor shall replace the product(s), or the purchase price shall be refunded. The refund or the delivery of the replacement product(s) shall be made within thirty (30) days following the Contract Manager's notification to the Contractor that the original product(s) was non-compliant. Costs of returning the original product(s) will be the sole responsibility of the Contractor.

### **MATERIAL AND EQUIPMENT ON COMMISSION PROPERTY**

If the Commission allows the Contractor to have project materials or equipment delivered to and/or stored upon the Commission-managed or owned property before, during, or after the term of the project, the Contractor will be fully and solely responsible for all expenses and liability incurred as a result of the delivery or storage. Should the Commission, in its sole discretion, determine that any project materials or equipment stored on its property must be moved in response to an emergency, the Contractor shall hold harmless, indemnify, defend, and may be responsible for costs of any reasonably necessary actions taken by the Commission.

### **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.

# SCOPE OF WORK

FWC 25/26-22

## BABCOCK/WEBB WMA SAL MATERIALS

### **PURPOSE**

The Florida Fish and Wildlife Conservation Commission (FWC) seeks to obtain competitive pricing for the supply and delivery of 6"-12" riprap, 24" limestone boulder, 36" limestone boulder, and #57 stone materials.

### **PROJECT AREA**

Babcock/Webb WMA, Charlotte County, Florida

Office address: 29200 Tuckers Grade, Punt Gorda, FL 33955.

#### **1. START/COMPLETION DATE**

Work will not begin until issuance of a Purchase Order and notice to proceed by Contract Manager. Services for this project must be completed within 3 months of issuance of a PO and no later than June 1, 2026. [Click or tap to enter a date..](#)

#### **2. FINANCIAL CONSEQUENCES**

Should the Contractor fail to produce deliverables within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from Contractor's payment, per Agency Terms and Conditions.

#### **3. TECHNICAL SPECIFICATIONS**

##### 3.1. Material Specifications

3.1.1. 6" – 12" Riprap

3.1.2. 24" limestone boulder

3.1.3. 36" limestone boulder

3.1.4. #57 stone

#### **4. GENERAL DESCRIPTION OF WORK**

4.1. The Contractor shall supply and deliver approximately 290 tons of 6"-12" riprap to the designated dumping area outlined in Map 3.

4.2. The Contractor shall supply and deliver approximately 113 tons of 24" limestone boulders to the designated dumping area outlined in Map 3.

4.3. The Contractor shall supply and deliver approximately 56 tons of 36" limestone boulders to the designated dumping area outlined in Map 3.

- 4.4. The Contractor shall supply and deliver approximately 263 tons of #57 stone to the designated dumping area outlined in Map 3.
- 4.5. The Project Manager will designate four (4) separate locations around the area outlined in Map 3, one for each material type.
- 4.6. The Contractor must only deliver material to the matching designated location/pile, unless prior approval from the Project Manager is obtained. This is to ensure material types do not get mixed together.

## **5. WORK SPECIFICATIONS**

- 5.1. The Contractor shall provide all labor, materials, equipment, supplies, vehicles, and such miscellaneous items as necessary to complete all supply and delivery operations in accordance with the specifications contained herein.
- 5.2. The Contractor and Subs shall be required to conduct a site visit with the FWC Project Manager prior to the Notice to Proceed being issued to ensure route and materials accuracy.
- 5.3. During the delivery phase of the project, FWC personnel will be located at site entrances or exits for the purpose of signing and collecting load tickets. It is the responsibility of the Contractor to ensure that truck drivers get load tickets signed and give copies to FWC ground personnel.
- 5.4. 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.
- 5.5. Partial payments will be processed for completed work approved by the FWC Contract Manager upon request by the Contractor.
- 5.6. The amount of work may be increased or decreased by FWC to take advantage of additional funding or to stay within budget constraints. If only a portion of the project can be completed due to cost or other constraints, FWC shall have sole discretion in designating the materials and quantities to be delivered.

## **6. GENERAL SPECIFICATIONS**

- 6.1. The Contractor shall be responsible for knowing and complying with federal, state, and local guidelines pertaining to project activities, especially concerning the disturbance of wetlands.
- 6.2. The Contractor shall be responsible for upfront payment for all materials required to complete the project.
- 6.3. Disturbance of native vegetation must be avoided. If excessive ground disturbance seems necessary to complete the job, the Contractors should confer with the FWC Project Manager or designee before proceeding.

- 6.4. The equipment operator is required to have the ability to converse with the FWC Project Manager or designee to understand and follow very specific instructions regarding various strategies for this project.
- 6.5. Once the project is initiated, it must continue to completion in a systematic and contiguous manner, unless unavoidable delays (as determined by FWC) are encountered.
- 6.6. The Contractor and Contractor's employees shall abide by all rules and general area regulations of the Babcock/Webb WMA other than the work they are performing.
- 6.7. In performing work under this ITB, all safety on site shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. The Contractor shall be responsible for protecting and safeguarding the public in connection with the work and project sites.
- 6.8. It shall be the responsibility of the Contractor to remove all extraneous materials, equipment, debris and trash associated with the project from the area before final payment will be awarded. It is the responsibility of the Contractor to see that the area is cleaned upon completion of the project.
- 6.9. Secondary impacts on roads, trails, and natural areas shall be minimized as much as practical. Any damage to existing state property (i.e. culverts, fences, trees, or other natural resources) caused by the Contractor, and not within the scope of work of this ITB, will be the responsibility of the Contractor. The Contractor shall be responsible for the conduct of hired personnel at all times within Babcock/Webb WMA.
- 6.10. No equipment shall be operated in a manner that significantly damages natural resources or infrastructure on the Babcock/Webb WMA. This includes damage to existing roadways, culverts, gates, utility structures, trees, native vegetation, wildlife and other natural resources and equipment. The Contractor shall be responsible for and repair/replace, to the satisfaction of FWC Project Manager, all Contractor induced damage.
- 6.11. For the purposes of prescribed burning, hunts or other FWC operations, the Contractor may be required with short notice to stop work at a particular project area and/or relocate to another project area.

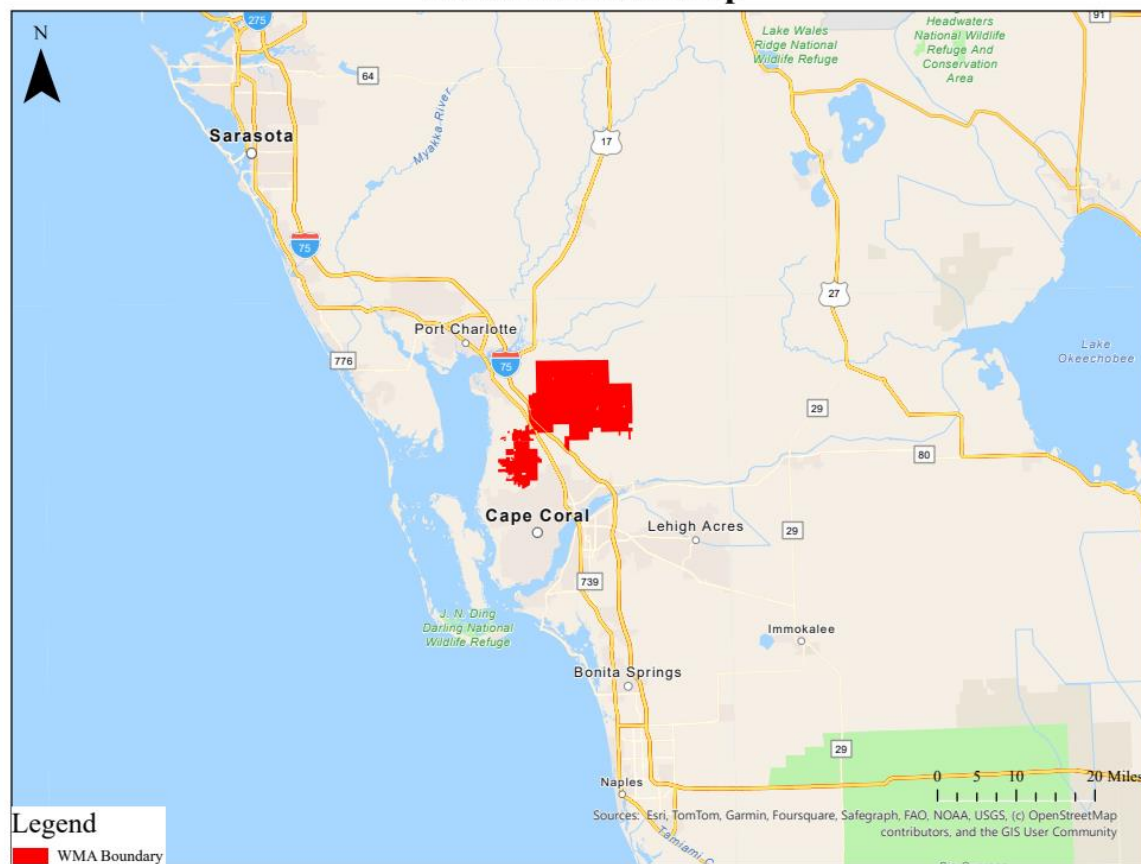
## **7. RESOURCE PROTECTION**

- 7.1. Every effort shall be made by the Contractor to avoid damage to threatened and endangered plants and wildlife.
- 7.2. Contractor will avoid any flagged areas. Flagged areas in this project will include federally/state listed plant species, which will be designated in color by the FWC Project Manager or designee.
- 7.3. Contractor shall use every precaution necessary to prevent environmental pollution by fuel, oil, chemicals, silt, or other harmful materials. All bodies of water, including ditches, will be kept free of Contractor generated debris or soils.



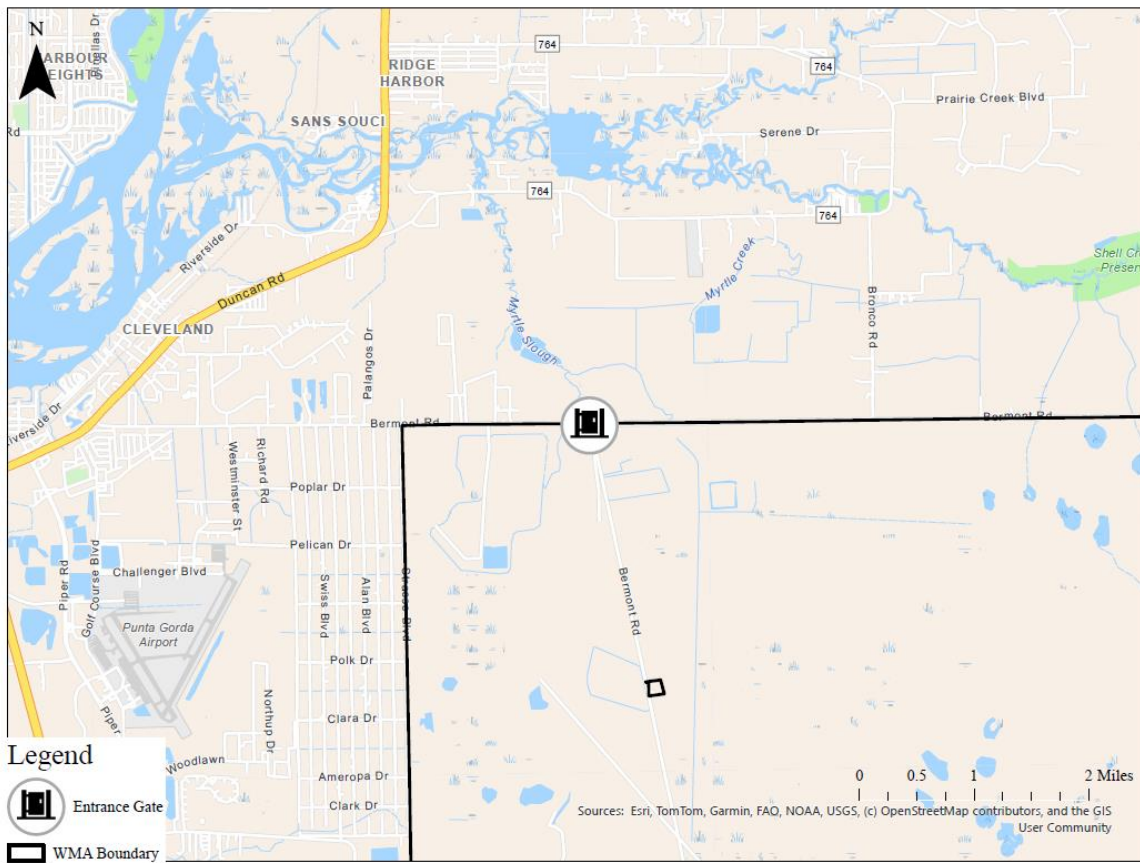
## 8. MAPS

### WMA Location Map



**Map 1.** Overview location map of the Babcock/Webb WMA

## Entrance/Exit Gate Location



**Map 2.** Local reference map for the location of the entrance and exit gate

### SAL Dumping Route



**Map 3.** Route and dumping location map for the Babcock/Webb WMA

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# PRICE SHEET

FWC 25/26-22

**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.

**NO AMOUNT OF WORK IS GUARANTEED. THE COMMISSION RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES TO BE DELIVERED TO TAKE ADVANTAGE OF ADDITIONAL FUNDING OR TO STAY WITHIN BUDGET CONSTRAINTS. 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.**

Task	Price per Ton	Anticipated Quantity	Extended Price (Price per Ton x Anticipated Quantity)
Supply and deliver approximately 290 tons of 6"-12" riprap to the designated dumping area outlined in Map 3.	\$ _____	290 tons	\$ _____
Supply and deliver approximately 113 tons of 24" limestone boulders to the designated dumping area outlined in Map 3.	\$ _____	113 tons	\$ _____
Supply and deliver approximately 56 tons of 36" limestone boulders to the designated dumping area outlined in Map 3.	\$ _____	56 tons	\$ _____
Supply and deliver approximately 263 tons of #57 stone to the designated dumping area outlined in Map 3.	\$ _____	263 tons	\$ _____
<b>Total</b> (Sum of Extended Prices)			\$ _____

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM 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: Giving Tree Capital, LLC.

Title: CEO

Address: 10272 NW 7 Street

City/State/Zip: Coral Springs, FL 33071

Signed: *Joel Vidaurre*

Phone: 954-210-7652

Print Name: Joel Vidaurre

Fax: \_\_\_\_\_

# REFERENCES

**FWC 25/26-22**

A minimum of three (3) separate and verifiable references, from persons or firms for whom the bidder has performed similar jobs as per the bid specifications shall be supplied with the bid. The same client may not be listed for more than one (1) reference, and no more than one (1) of the submitted references shall be related to a past project where staff necessary for the current project were unaffiliated with the bidder and/or employed by a different company. If providing an unaffiliated reference, enter the information in Reference 4 - Collective Experience. 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. FWC staff will attempt to contact each selected reference by phone up to three (3) times. 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.

## **REFERENCE #1**

Name: GCE Construction and Civil Engineering -

Address: 3136 E. 33rd Place, Yuma, AZ 85365

Contact Person: Clinton Keland: GM Telephone Number: +1 (928) 304-0340

Project Dates for Work Performed (MM/YYYY): 08/2025 to 09/2025

Project Location: Laguna Army Airfield, Yuma AZ

Brief description of the services performed for the project:

Furnished and delivered 1,200 tons of 3/4" minus Aggregate Base Course to Laguna Army Airfield at the U.S. Army Yuma Proving Ground.

All material was sourced from the GCE Blaisdell Mine and delivered on schedule in full compliance with the solicitation requirements.

The work included coordinating trucking, verifying material quality, and ensuring accurate tonnage delivery to the designated location.

**REFERENCE #2**

Name: Trey Collins Trucking

Address: 497 Cactus Ln, Valliant 74764, OK

Contact Person: Trey Collins: President Telephone Number: +1 (580) 236-9295

Project Dates for Work Performed (MM/YYYY): 08/2025 to 10/2025

Project Location: McAlester Army Ammunition Plant, McAlester OK

Brief description of the services performed for the project:

Supply and delivery of 1,500 tons of Type A Base Course and 2,000 tons of Railroad Ballast (No. 4) to the McAlester Army Ammunition Plant in  
Oklahoma. All aggregate materials complied with the specifications outlined in ODOT Section 703.01 and A.R.E.A. ballast requirements, with  
sourcing from the designated Hartshorne quarry. Work included full material procurement, transportation, and on-time delivery

**REFERENCE #3**

Name: Martin Marietta

Address: 3239 E 2000 Rd, Sawyer, OK 74756

Contact Person: Tammi Smith Telephone Number: (405) 496-9272

Project Dates for Work Performed (MM/YYYY): 06/2025 to 08/2025

Project Location: Little River National Wildlife Refuge, Broken Bow OK

Brief description of the services performed for the project:

Supply and deliver 3" Grade A limestone road base (261 cubic yards) and 3"–6" riprap (80 cubic yards) to four designated locations within the  
Little River National Wildlife Refuge in Oklahoma. Work included full material procurement, transportation, and delivery in compliance with  
USFWS specifications.

**REFERENCE #4 – COLLECTIVE EXPERIENCE**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Collective Experience Employee**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Previous Employer's Name: \_\_\_\_\_

Previous Position Title: \_\_\_\_\_

Project Dates for Work Performed (MM/YYYY): \_\_\_\_\_ to \_\_\_\_\_

Project Location: \_\_\_\_\_

Brief description of the services performed for the project:

\_\_\_\_\_

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# SAMPLE REFERENCE QUESTIONNAIRE

FWC 25/26-22

## **REFERENCE:**

Reference Organization Name: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_

## **For Agency use ONLY, to be completed following the bid opening:**

The following questions will be asked of the client reference, as chosen at the discretion of the Agency.

1. What type of work did the vendor perform for your organization?

2. When did the vendor perform this work?

3. How well did the vendor stay within the approved timeline and budget?

(5-Excellent, 4-Above Satisfactory, 3-Satisfactory, 2-Fair, 1-Poor)

Comments:

4. How well did the vendor maintain clear communication?

(5-Excellent, 4-Above Satisfactory, 3-Satisfactory, 2-Fair, 1-Poor)

Comments:

5. How satisfied was your organization with the vendor's skill, knowledge, cooperativeness, and professional manner?

(5-Excellent, 4-Above Satisfactory, 3-Satisfactory, 2-Fair, 1-Poor)

Comments:

6. How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?

(5-Excellent, 4-Above Satisfactory, 3-Satisfactory, 2-Fair, 1-Poor)

Comments:

7. Do you have any additional comments to make regarding the vendor and the work they performed?

FWC Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

FWC 25/26-22

## FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION

### PURCHASE ORDER TERMS & CONDITIONS

Last Updated: April 29, 2025

## **Section 1. PURCHASE ORDER**

### **A. Composition and Priority**

The Contractor agrees to provide commodities or contractual 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 timeframe 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 they have reason to believe artifacts are being disturbed.

#### **F. Subcontractor Minority Status Report.**

Contractor shall provide a **Subcontractor Minority Status Report (Composite Exhibit I)** to the Commission's Contract Manager, summarizing the participation of certified and non-certified woman-, veteran- and/or minority-owned business enterprise subcontractors/material suppliers for this Contract. The report shall be completed in its entirety and submitted with each invoice. The Contractor shall indicate "N/A" if the project does not utilize subcontractors. The [Office of Supplier Development](#) can assist in furnishing names of qualified woman-, veteran- and/or minority-owned business enterprises. Contact the Commission's Minority Coordinator at (850) 488-6551 with any questions.

#### **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, Florida Statutes (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 Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of seven tenths of a percent (0.7%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

#### **F. MyFloridaMarketPlace Registration and Exemptions**

All vendors must register with MyFloridaMarketPlace pursuant to Rule 60A-1.033, F.A.C., regardless of any particular transaction being exempt from the Transaction Fee. Additional information is available, and registration may be completed at the [MyFloridaMarketPlace website](#). All transactions, unless exempt pursuant to Rule 60A-1.031(6), F.A.C. shall be assessed the Transaction fee.

#### **G. Payment Audit**

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Commission upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Commission for audit.

#### **H. Annual Appropriation**

Pursuant to Section 287.0582, F.S., if the Purchase Order binds the State or an executive agency 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.

#### **I. Travel.**

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

#### **J. 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](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 (DMS) to process. Note: Registering for ACH can take up to fourteen (14) days.

#### **K. Electronic Funds Transfer (EFT)**

The Commission strongly encourages the Contractor 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.

#### **L. 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."

#### **M. 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 utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

#### **N. Cost Reimbursement Payments**

- i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is cost reimbursable, the Contractor shall be paid on a cost reimbursement basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for reimbursement, costs must be in compliance with other laws, rules, and regulations applicable to expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures.
- ii. **Invoices and Deliverables.** Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Purchase Order budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable

and must show that the Contractor met the minimum performance standards established in the Purchase Order.

- iii. **Required Documentation.** The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit. Documentation for each amount for which reimbursement is being claimed must indicate 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 the categories in the approved Purchase Order budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Purchase Order have been met. Listed below are types and examples of their supporting documentation:
- a. **Salaries.** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
  - b. **Tuition.** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Purchase Order dates of service. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
  - c. **Fringe Benefits.** To the extent the Commission determines fringe benefits are allowable, reimbursement must be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Purchase Order specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
    - i. **Exception:** Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
  - d. **Travel.** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
  - e. **Other Direct Costs.** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

- f. **In-House Charges.** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
        - g. **Indirect Costs.** To the extent the Commission determines that indirect costs are allowable, and the Purchase Order specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Purchase Order's budget breakdown. Indirect costs must be in the approved Purchase Order budget and the Contractor must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.
- iv. **Cost Reimbursement between State Entities.**
  - a. This section applies to State agencies and State universities.
  - b. In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

## O. Fixed Price Payments

- i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is fixed price, the Contractor shall be paid on a fixed price basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for fixed price agreement, costs must be in compliance with other laws, rules, and regulations applicable to expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures.
- ii. **Invoices and Deliverables.** Purchase Orders including services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable. For example, Purchase Orders paying for months of prevention services for 25 youth or to create a museum exhibit (to be paid out in phases upon reaching specified percentages of completion) are frequently paid on a fixed price basis.
- iii. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable.

## P. Fixed Fee/Unit Rate Payments

- i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is fixed fee/unit rate price, the Contractor shall be paid on a fixed fee/unit rate basis for "as needed" services in which the specific quantity of units to be completed each period are variable as identified the Purchase Order.



- ii. **Invoices and Deliverables.** Fixed Fee/Unit Rate deliverables are generally used when the Purchase Order's tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. To be eligible for payment, costs must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

## **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. 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 attorneys' 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.

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, Florida Statutes.

### **C. Payment for Claims**

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

### **D. 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 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 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.

#### **E. General Liability Insurance**

By execution of this Purchase Order, 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 applicable state or federal laws may provide such coverage.

#### **F. 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.

#### **G. Written Verification of Insurance**

Upon execution of this Purchase Order, the Contractor shall provide the Commission's Contract Manager 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.

#### **H. 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.

### **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 them of responsibility. Violation of such laws shall be grounds for termination of the Purchase Order.

#### **B. Non-Discrimination in Performance**

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, 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 DMS's 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. Suspended Vendor List**

The Contractor hereby certifies that it is not on the suspended vendor list as identified in Section 287.1351, F.S. In addition, The Commission shall not accept a bid, proposal, or reply from, or enter into or renew any agreement or purchase order with, a vendor on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained by the DMS pursuant to s. 287.042(1)(a) and (b) and the vendor has reimbursed the agency for any re-procurement costs. Actions taken by the Commission related to suspended vendors and the suspended vendors list shall be consistent with 287.1351 F.S.

### **E. 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 (DMS's 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.

### **F. Scrutinized Companies List**

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

### **G. Commodities Produced by Forced Labor (Forced Labor Vendor List)**

In accordance with Section 287.1346, F.S., a company who has been placed on DMS's forced labor vendor list may not submit a bid, proposal, or reply on a contract to provide any commodities to an agency; may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; and may not transact business for the

provision of commodities with any agency. An agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to paragraph (5)(d). A member of the Contractor's senior management must certify, in writing, that to the best of his or her knowledge the commodities such company is offering to the agency have not been produced, in whole or in part, by forced labor, as identified in Section 287.1346, Florida Statute.

## **H. 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.

## **I. 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.

## **J. 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 cancelled 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](mailto: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.

#### **K. Publishing and Confidentiality**

The Contractor agrees that it shall not publish, 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. 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.

#### **L. 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. 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 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.

#### **M. 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 for at least 5 years 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.

#### **N. 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 \$5,000.00 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.

#### **O. 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 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 Purchase Order. 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.

#### **P. Employment Eligibility Verification**

- i. **Requirement to Use E-Verify.** Section 448.095(2), F.S. requires 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. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the 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. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- v. **Employment Eligibility Verification & Compliance.** 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. If the Commission terminates the Purchase Order pursuant to Section 448.095(5)(c), F.S., the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

## **Q. 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 PURCHASE ORDER 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 PURCHASE ORDER THE PERSON, FIRM, OR OTHER

BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER 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>.

## **R. 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 PURCHASE ORDER 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 PURCHASE ORDER THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER 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>.

## **S. 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.

## **T. 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.

## **U. 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**

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. §§ 7401-7671q), and the Water Pollution Control Act (33 U.S.C §§ 1251-1389, 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. §§ 1801-1891d**

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. § 1531-1544**

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.

### **F. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Purchase Order shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. Any deliverable containing conventional electronic documents or electronically communicated information (Collectively including but not limited to portable document formats (“PDF”), word processor file formats, presentation file formats, spreadsheet file formats, mapping file formats, web content, mobile apps, social media posts, and email communications) developed or produced pursuant to this Purchase Order shall at a minimum comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. Additional information about compliance with WCAG 2.1 Level AA, is available at <https://www.w3.org/TR/WCAG21/>.

## **Section 7. FEDERAL FUNDS**

If this Purchase Order relies on federal funds, the following terms and conditions apply:

#### **A. Prior Approval to Expend Federal Funds to Federal Agency or Employee**

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Purchase Order to a federal agency or employee without the prior written approval of the awarding federal agency.

#### **B. Davis-Bacon Act**

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5 is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

#### **C. Copeland “Anti-Kickback Act”**

- i. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Purchase Order.
- ii. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the Purchase Order, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

#### **D. Contract Work Hours and Safety Standards Act**

29 CFR Part 5 Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

#### **E. Right to Inventions**

If this Purchase Order is supported by federal funds and meets the definition of “funding agreement” under 37 CFR Part 401.2(a) then the Contractor must comply with all requirements of 37 CFR Part 401.

#### **F. Energy Efficiency**

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) applies.

#### **G. Debarment and Suspension Contractor Federal Certification**

- i. This Purchase Order is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

- ii. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Contractor. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **H. Byrd Anti-Lobbying Amendment**

Contractors awarded \$100,000 or more in Federal funds shall file the required certification. Contractors shall file the required certification with the Commission's Contract Manager five (5) business days after Purchase Order issuance. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the Commission.

#### **I. Procurement of Recovered Materials**

- i. In the performance of this Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6901-6992k of the Solid Waste Disposal Act.

## **J. Domestic Preference for Procurements**

- i. As appropriate and to the extent consistent with 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this contract.
- ii. For purposes of this section:
  - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **K. Compliance with Office of Management and Budget Circulars**

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

## **L. Drug Free Workplace**

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

## **M. American Rescue Plan Act (ARPA) of 2021**

If this Purchase Order relies on ARPA federal funds, then the following shall apply:

- i. Contractors shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the [sam.gov](https://sam.gov) financial registration process to the Commission prior to Purchase Order issuance.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

## **N. Build America, Buy America (BABA) provision of the infrastructure investment and Jobs Act (IIJA) of 221 (117 P.L. 58)**

If federal funds are awarded to be used in this Purchase Order for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Purchase Order will be held to the same requirements as the original Parties to this Purchase Order.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **Section 8. SUBCONTRACTS AND ASSIGNMENTS**

### **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 Commission shall retain the right to reject any of the subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient. 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 Subcontractors**

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 9. TERMINATION AND OTHER REMEDIES**

### **A. Financial Consequences**

The Scope of Work contains clearly defined deliverables. In accordance with Section 287.058(1)(h), F.S., if 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 reduced by ten percent (10%) from Contractor's payment, unless otherwise modified by the Scope of Work.

The Commission may apply any of the financial consequences listed below or as identified in the Scope of Work.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

### **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. Termination – Eligibility and Compliance**

Per section 287, F.S., DMS maintains several lists of the person(s), affiliate(s), entity(s) or company(s) which have been disqualified from the public contracting and purchasing process. These include, but are not limited to, the convicted vendor list, discriminatory vendor list, forced labor vendor list, and scrutinized company list. The Commission may immediately terminate if the person(s), affiliate(s), entity(s), company(s) or its subcontractor(s) are found to have submitted a false certification, are placed on any of the aforementioned lists or engaged in prohibited contracting activity during the term of the Purchase Order.

#### **F. Prohibition of Unauthorized Aliens**

The Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Subsection 274a(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this Purchase Order if the Contractor knowingly employs unauthorized aliens.

#### **G. 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. The Commission shall give written notice to the Contractor of its intent to terminate the Purchase Order for cause. In the notice, the Commission shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Contractor does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time prescribed in an approved corrective action plan if one was provided, the Purchase Order will be terminated for cause. At that time, the Commission will send a second notice to the Contractor noting that this Purchase Order is being terminated for cause upon receipt of the notice and documenting the reasons this Purchase Order is being terminated. The Commission reserves the right in its sole discretion to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., 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. Contractor shall not be entitled to recover any cancellation charges or lost profits.

#### **H. 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 10. 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: [usaspending.gov](http://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 11. MISCELLANEOUS**

### **A. Mediation**

In the event of any claim or dispute arising by or between the Commission and the Contractor, unless otherwise agreed in writing, each party shall continue to perform as required under the Purchase Order, notwithstanding the existence of such claim or dispute.

Any claim, dispute, or other matter in question arising out of, or relating to the Purchase Order or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida



The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute. Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. If the parties cannot agree upon a Florida Supreme Court certified mediator within two weeks after the notice, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
  - a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
  - b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.
  - c. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case, and any resolution shall be set forth in a written settlement agreement.

If any matter sought to be mediated by the Commission or the Contractor involves any Subcontractor, any Separate Contractor, or any other third party, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation. The Contractor shall include these mediation terms in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

If mediation results in an impasse it shall not preclude any party from commencing any judicial proceeding pursuant to the terms of this Purchase Order, providing the claims sought to be decided are not otherwise barred.

## **B. Governing Law, Severability and Venue**

This Purchase Order has been delivered in the State of Florida. Florida law governs this Purchase Order, all agreements arising under or out of this Purchase Order, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Purchase Order. Wherever possible, each provision of this Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Purchase Order unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Purchase Order. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By accepting this Purchase Order, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient

forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

### **C. Jury Trial 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*.

### **D. Waiver of Rights**

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.

### **E. Modification**

The Purchase Order may only be modified by a Change Order agreed to by the Commission and the Contractor. If a Change Order is required for any portion of any job, the Contractor shall not commence to purchase materials for the proposed work to be performed, nor proceed with the proposed duties without written approval and receiving a copy of the approved Change Order. 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.

### **F. 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, unless such delay is attributable to Commission delays including timely issuance of the Purchase Order and any modification thereafter, if any.

### **G. Commodities Logistics**

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- a. All purchases are F.O.B. destination, transportation charges prepaid.
- b. Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- c. No extra charges shall be applied for boxing, crating, packing, or insurance.
- d. The following delivery schedule shall apply: 8:00 AM–4:00 PM, Monday through Friday, excluding legal holidays.
- e. If delivery to the specified destination cannot be made on or before the specified date, notify the Commission immediately using the contact information provided in the

MyFloridaMarketPlace system.

- f. The Commission assumes no liability for commodities shipped to any address other than the specified location(s) provided on the Purchase Order.
- g. Items received in excess of quantities specified may, at Commission's option, be returned at the Contractor's expense. Substitutions are not permitted.

#### **H. Media Requests**

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Purchase Order, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Purchase Order shall be processed through the Commission only. Public Records requests shall be handled in accordance with Chapter 119, F.S., and any other applicable provisions herein.

#### **I. 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.

#### **J. 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.

#### **K. 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.

#### **L. Reporting Requirements for Executive Order 20-44**

If the Contractor is required to file an IRS Form 990 and any of the following apply: this Purchase Order is a sole-source, a public-private agreement, or if the Contractor, through this Purchase Order with the State annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Contractor shall provide an annual report (FWC Executive Order 20-44 Attestation Form, Composite Exhibit I), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Contractor must also inform the Commission's Contract Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Contractor.

#### **M. Foreign Country of Concern Attestation Form (PUR 1355)**

If performance of the anticipated Purchase Order, Formal Written Contract, or Lease will require the Commission to provide the awarded Contractor with access to an individual's personal identifying information, then the following statement applies:

In accordance with section 287.138, F.S., the Contractor, shall complete the Foreign Country of Concern Attestation Form (PUR 1355) unless the Contractor already provided the Commission a completed PUR 1355 as a mandatory bid, proposal, reply, or quote submission for this Contract.

#### **N. Use of Small Unmanned Aircraft Systems**

Unless superseded or otherwise further described in the Purchase Order, if the Contractor intends to use a small Unmanned Aircraft System (sUAS) at any time throughout the duration of the Purchase

Order, the Contractor shall request approval from the Commission in writing prior to use. Upon request by the Commission, the Contractor shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Contractor in writing of the approval or rejection of the request. If approved, the Contractor will be provided with the Commission's policies and is responsible and liable for adhering to any and all rules and regulations, including the Commission's policies, applicable to operating the sUAS.

#### **O. Reporting Requirements for Preference for Florida-Grown Food Products**

If this Purchase Order involves the procurement of food commodities pursuant to section 287.0823 F.S., the Contractor shall provide a quarterly report detailing the sourcing of all food commodities supplied under this agreement. The quarterly report must include a description of the food commodities being procured, an appropriate unit of measure, quantity purchased, total cost, and whether the commodity was grown or produced in Florida. The Contractor must promptly notify the Commission of any changes in the availability or sourcing of Florida-grown products. Failure to comply with this reporting requirement may result in penalties, including but not limited to the termination of this Purchase Order.

## ATTACHMENT B

FWC 25/26-22

### SAMPLE NOTICE TO PROCEED

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

(Solicitation Name and Number) was awarded to (Name of Contractor, address and name of contact person). Contractor is hereby notified to commence work set forth in the contract/Purchase Order on or before (date). All work is to be done in accordance with the solicitation documents.

Please acknowledge receipt of this Notice by signing the space below and returning a copy to this office.

Sincerely,

(Contract/Project Manager's Name)

#### Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by (Contractor's Company Name) on (date).

AUTHORIZED BY (Signature): \_\_\_\_\_

AUTHORIZED BY (Printed Name): \_\_\_\_\_

TITLE: \_\_\_\_\_

# ATTACHMENT C

FWC 25/26-22

## CERTIFICATE OF CONTRACT COMPLETION

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract # or PO #: \_\_\_\_\_

FEID or Social Security #: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Total Amount: \$ \_\_\_\_\_

### CONTRACTOR'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions.

### CONTRACTOR

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Notary

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, known (or made known) to me to be the

(OWNER)

(PARTNER)

(CORPORATE OFFICER – GIVE TITLE)

of \_\_\_\_\_, Contractor(s), who subscribe and swore to the above to the above instrument in my presence.

☐ Personally known                      OR                      ☐ Produced

(Seal)

\_\_\_\_\_

Notary Public

Type of Identification Produced:

\_\_\_\_\_

Type Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_, 20\_\_

### COMMISSION'S CERTIFICATION

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

Contract Manager: \_\_\_\_\_

Division/Office: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT D

FWC 25/26-22

### CERTIFICATE OF PARTIAL PAYMENT

Date: \_\_\_\_\_ Period Ending: \_\_\_\_\_ Payment #: \_\_\_\_\_

Contractor: \_\_\_\_\_ Contract PO#/BID#: \_\_\_\_\_

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

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

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

Adjusted Contract Sum: \$ \_\_\_\_\_

**CERTIFICATION OF THE CONTRACTOR:** According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Certificate are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions.

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

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Notary**

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, known (or made known) to me to be the

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(OWNER) (PARTNER) (CORPORATE OFFICER – GIVE TITLE)

of \_\_\_\_\_, Contractor(s), who subscribe and swore to the above to the above instrument in my presence.

☐ Personally known OR ☐ Produced

(Seal)

\_\_\_\_\_  
Notary Public

Type of Identification Produced:

\_\_\_\_\_  
Type Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_, 20\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## COMPOSITE EXHIBIT I INSTRUCTIONS

- Vendor Certification Form
  - In each row that has been marked 'Required' by the Commission in the Customer Indicator column, review the language in the Certification column and **indicate in the Vendor Indicator column "Certified" or "N/A"**
    - 'Certified' means the content of the accompanying Certification column applies to your business, and your business is compliant with its requirements.
    - 'N/A' means the content of the accompanying Certification column does not apply to your business. Therefore, compliance with the requirements is not applicable.
    - If the language in the accompanying Certification column applies to your business, but you cannot certify that your business is in compliance, you will be ineligible for award.

- Composite Exhibit I Additional Forms

Foreign Country of Concern Attestation (PUR 1355)

- Fill out the form, sign it, and return it with your submission

Common Carrier or Contracted Carrier Attestation Form (PUR 1808)

- Fill out the form, sign it, and return it with your submission.

Use of Coercion for Labor and Services (PUR 2024 Part A)

- Fill out the form, sign it, and return it with your submission.

Provision of Commodities Produced by Forced Labor (PUR 2024 Part B)

- Fill out the form, sign it, and return it with your submission.

List of Subcontractors

- If you are using subcontractors, fill out the form, sign it, and return it with your submission.
- If no subcontractors are used, put N/A on the form, sign it, and return it with your submission.

Subcontractor Minority Status Report

- If you are using subcontractors, fill out the form, sign it, and return it with your submission.
- If no subcontractors are used, you do not need to complete or return this form.

Executive Order 20-44

- Fill out the form to the extent it applies to your business, sign it, and return it with your submission.

# COMPOSITE EXHIBIT I

FWC 25/26-22

## VENDOR CERTIFICATION FORM

I hereby certify the following on behalf of the vendor identified below:

<b><u>Customer Indicator</u></b> (Required, N/A, Determined by Vendor)	<b><u>Vendor Indicator</u></b> (Certified, N/A)	<b><u>Certification</u></b>
Required	<u>Certified</u>	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel,".
Required	<u>Certified</u>	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies".
Required	<u>Certified</u>	<p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby</p>

		further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
N/A	<u>N/A</u>	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," attached hereto below.
Required	<u>N/A</u>	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a> , and attached it hereto.
Required	<u>N/A</u>	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	<u>Certified</u>	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	<u>N/A</u>	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Required	<u>Certified</u>	<p>If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S.</p> <p>If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not</p>

		<p>been produced, in whole or in part, by forced labor.</p> <p>The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.</p>
Required	<u>Certified</u>	List of Subcontractors
Required	<u>N/A</u>	Subcontractor Minority Status Report (If applicable)
Required	<u>Certified</u>	Executive Order 20-44 Attestation Form

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

### **Vendor Information**

Joel Vidaurre  
 \_\_\_\_\_  
 Name

93-1768016  
 \_\_\_\_\_  
 FEIN

### **Signatory**

*Joel Vidaurre* 11/21/2025  
 \_\_\_\_\_  
 Signature Date

Joel Vidaurre  
 \_\_\_\_\_  
 Typed or Printed Name

CEO  
 \_\_\_\_\_  
 Title

**FOREIGN COUNTRY OF CONCERN ATTESTATION**  
**(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity: Giving Tree Capital, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Joel Vidaurre

Title: CEO

Signature: *Joel Vidaurre*

Date: 11/21/2025

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM  
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier:\_\_\_\_\_ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



USE OF COERCION FOR LABOR AND SERVICES  
(PUR 2024 Part A)

Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

Name of entity: Giving Tree Capital, LLC. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Joel Vidaurre

Title: CEO

Signature: *Joel Vidaurre* Date: 11/21/2025

PROVISION OF COMMODITIES PRODUCED BY FORCED LABOR  
(PUR 2024 Part B)

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company’s senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Giving Tree Capital, LLC. (name of entity) is offering to the Commission have not been produced, in whole or in part, by forced labor.

Entity Name: Giving Tree Capital, LLC.

Senior Management’s Printed Name: Joel Vidaurre

Senior Management member’s Title: CEO

Signature: *Joel Vidaurre* Date: 11/21/2025

LIST OF SUBCONTRACTORS

FWC 25/26-22

INCLUDE WITH BID SUBMISSION

The bidder shall provide the information listed below for each subcontractor who will be utilized to perform the services as described in the Scope of Work. Failure to supply sufficient information for verification of the subcontractor(s) may deem the bid as non-responsive. Indicate “N/A” if not applicable.

SUBCONTRACT TYPE	BUSINESS NAME, ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR	FL DIVISION OF CORPORATIONS REGISTRATION	FEIN	MINORITY BUSINESS (CBE)

**\*CBE Codes:** **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Bidder CBE Code: \_\_\_\_\_

SUBCONTRACTOR MINORITY STATUS REPORT

FWC 25/26-22

Date:

FEIN:

Contractor Company Name, Street Address, City & Zip Code:

FWC Solicitation Number: FWC 25/26-22

FWC Project Title: Babcock/Webb WMA SAL Materials

Contract Amount: \$

Invoice Number:

The Contractor shall indicate “N/A” if the project does not utilize subcontractors.

Primary Contractor Name	Primary Contractor CBE Code	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	<sup>2</sup> CBE Code	Description of Service	Subcontractor Payment Amount
			\$					\$
			\$					\$
			\$					\$
			\$					\$
Total of Subcontractor Payment(s)								\$

<sup>1</sup>OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: <https://osd.dms.myflorida.com/directories>  
or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: <https://vendor.myfloridamarketplace.com>

<sup>2</sup>CBE Codes: **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida’s Office of Supplier Development (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: [www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd) or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

# EXECUTIVE ORDER 20-44 ATTESTATION FORM

FWC 25/26-22

This form must be returned annually to FWC by April 1 to satisfy the requirements under the Governor's Executive Order Number 20-44, published February 20, 2020. Your attestation is needed for the following information:

**Legal Name of Organization:** Giving Tree Capital, LLC

**Unique Entity ID:** WEMGZRAJV8F9

**Service Location for Organization:** City: Hallandale Beach County: Broward

State: FL

**Type of Organization:** ☐ Non-Profit ☒ For-Profit ☐ Educational Institution ☐ Local Municipality ☐ Other

1. If your organization is required to file an IRS Form 990 under Internal Revenue Codes, does the organization currently receive 50% or more of its budget annually from the State of Florida or from a combination of State and Federal funds? ☐ Yes ☒ No

2. If the answer to Question 1 is Yes or if your organization is required to file an IRS Form 990 under Internal Revenue Codes and is named in statute with which the agency must form a sole-source, or public-private partnership Agreement, please submit the following to the Contract Manager.

a) A copy of the most recent IRS Form 990.

b) Documentation showing total compensation—to include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout—for all members of the Contractor's executive leadership team for the past tax year.

c) Total organization compensation from the past tax year: \$\_\_\_\_\_

State: \$\_\_\_\_\_ Federal: \$\_\_\_\_\_ Other: \$\_\_\_\_\_

d) Total number of members: \_\_\_\_\_

2) The Contractor shall provide this information on an annual basis to the Contract Manager, along with the requirement to inform the Contract Manager of any changes in total executive compensation between the annual reports.

**Attestation Statement:** As an "Authorized Representative" of the Respondent, I duly attest to the best of my knowledge that all information provided in this questionnaire is accurate and true as presented. I also understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may be subject to civil penalties, attorney's fees, and/or costs.

Joel Vidaurre  
Contractor/Authorized Representative Signature

11/21/2025  
Date

Joel Vidaurre  
Printed Name

CEO  
Title