

Southwest Florida Water Management District (SFWMD)

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Records, Access and Retention

- A. Maintenance of Records: The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of the contract.
- B. Examination of Records: The SFWMD shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this contract. Such examination may be made only within five (5) years from the expiration date of this contract.
- C. Extended Availability of Records for Legal Disputes: In the event that the SFWMD should become involved in a legal dispute with a third party arising from performance under this contract, the County shall extend the period of maintenance for all records relating to the contract until the final disposition of the legal dispute. All such records shall be made readily available to the SFWMD.

2. Discriminatory Vendor List – The contractor will not discriminate against any person on legally protected basis in any activity under this solicitation or a contract. Any entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

3. Employment Eligibility Verification - Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires contracts to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor during the Contract/Work Order term and include in all subcontracts under this Contract/Work Order, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

4. Indemnification - Contractor agrees to indemnify, pay on behalf, and hold the SFWMD harmless from all damages arising in connection with a contract.

5. Ownership Rights – Both the SFWMD and the County shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its contractor(s), as required by the Statement of Work. Both parties' rights to deliverables received under a contract shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party.

6. Compliance with Terms and Conditions - Contractors and its subcontractors shall comply with all applicable federal, state and local laws and regulations relating to the performance of the contract.

FUNDING CERTIFICATIONS AND ASSURANCES

THE FOLLOWING DOCUMENTS NEED TO BE RETURNED WITH SOLICITATION DOCUMENTS BY DEADLINE TO BE CONSIDERED RESPONSIVE

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
2. Acknowledgement of Grant Terms and Conditions

<p>COLLIER COUNTY Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions</p>

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Tax ID Number

DUNS Number

Street Address, City, State, Zip

Signature

COLLIER COUNTY
Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name _____ Date _____

Authorized Signature _____

Address _____

Solicitation/Contract # _____