

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
37.039 STATEWIDE WATER QUALITY RESTORATION PROJECT**

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. This is an acknowledgement that the Florida Department of Environmental Protection will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives. Pursuant uniform requirements of grant awards the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Diversity – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

Equal Employment Opportunity: No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

STATE CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, the discriminatory vendor list or the antitrust violator vendor list:

- i. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 County, 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 36 months following the date of being placed on the convicted vendor list.
- ii. Discriminatory Vendors - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors - A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification - The County shall notify FDEP if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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Third Parties: FDEP shall not be deemed to assume any liability for the acts, failures to act or negligence of the County, its agents, servants, and employees, nor shall the County disclaim its own negligence to FDEP or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If FDEP consents to a subcontract, the County will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

Grantee's Employees, Contractors, and Agents. All County employees, Contractors, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the County shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of FDEP and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

GRANT CERTIFICATIONS AND ASSURANCES

The following documents are to be completed and returned with the solicitation response by the solicitation deadline.

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
2. Conflict of Interest
3. Anticipated DBE, M/WBE or VETERAN Participation Statement
4. Opportunity List for Commodities and Contractual Services and Professional Consultant Services
5. Acknowledgement of Grant Terms and Conditions

COLLIER COUNTY
Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

- (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

SAM.gov Unique Entity Identification (UEI) No.

Street Address, City, State, Zip

Signature

**COLLIER COUNTY
Conflict of Interest Certification**

Collier County Solicitation No. _____

I, _____, hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

Name	Signature
Position	Date

Privacy Act Statement

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter. This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

STATE CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.					
A. PRIME VENDOR/CONTRACTOR INFORMATION					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y N	IS THE ACTIVITY OF THIS CONTRACT...	
		DBE?	Y N	CONSTRUCTION ?	Y N
		MBE?	Y N	CONSULTATION?	Y N
		WBE?	Y N	OTHER?	Y N
SDB 8A?	Y N				
IS THIS SUBMISSION A REVISION?		Y N	IF YES, REVISION NUMBER _____		
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
TOTALS:					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.					
ETHNICITY		CODE			
Black American		BA			
Hispanic American		HA			
Native American		NA			
Subcont. Asian American		SAA			
Asian-Pacific American		APA			
Non-Minority Women		NMW			
Other: not of any other group listed		O			
D. SECTION TO BE COMPLETED BY COLLIER COUNTY					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT	
ACCEPTED BY:				DATE	

STATE CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY GRANT COMPLIANCE FORM

**BID OPPORTUNITY LIST FOR COMMODITIES AND CONTRACTUAL SERVICES
AND PROFESSIONAL CONSULTANT SERVICES**

It is the policy of Collier County that disadvantaged businesses and minority vendors, as defined in the Code of Federal Regulations (CFR) or Florida Statutes (FS), must have the opportunity to participate on contracts with federal and/or state grant assistance.

Prime Contractor/Prime Consultant: _____

Address and Phone Number: _____

Procurement Number/Advertisement Number: _____

The list below is intended to be a listing of firms that are, or attempting to, participate on the project numbered above. The list must include the firm bidding or quoting as prime, as well as subs and suppliers quoting for participation. Prime contractors and consultants must provide information for Numbers 1, 2, 3, and 4; and, should provide any information they have for Numbers 5, 6, 7, and 8. This form must be submitted with the bid package.

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone Number: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> <input type="checkbox"/>	DBE Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$ 1 million <input type="checkbox"/> Between \$ 1-5 million <input type="checkbox"/> Between \$ 5-10 million <input type="checkbox"/> Between \$ 10-15 million <input type="checkbox"/> More than \$ 15 million
7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone Number: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> <input type="checkbox"/>	DBE Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$ 1 million <input type="checkbox"/> Between \$ 1-5 million <input type="checkbox"/> Between \$ 5-10 million <input type="checkbox"/> Between \$ 10-15 million <input type="checkbox"/> More than \$ 15 million
7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

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7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

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7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

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 # _____