Prospective Contractor:

Subject: DEP Solicitation Number 2013011C
Invitation to Bid (ITB) for Pensacola Beach Dune Restoration Project (PBDRP) Dune Planting Services

This is an ITB for dune planting, sand fence installation, and signage services. The ITB package consists of this transmittal letter and the following attachments:

- Attachment A - ITB Contractual Services Acknowledgement Form
- Attachment B - General Instructions for Pensacola Beach Dune Restoration Project (PBDRP) Dune Planting Services
- Attachment C - Scope of Services
- Attachment D - Bidder Response Form
- Attachment E - Drug Free Workplace Certification
- Attachment F - Past Performance Evaluation Form
- Attachment G - Bid Package Checklist
- Attachment H - Proposed Contract Language
- Attachment I - Bidder Summary Form
- Attachment J - FDEP Joint Coastal Permit 0188265 (available at ftp://ftp.dep.state.fl.us/pub/BP-Bids/2013011C%20Pensacola%20Beach%20Dune%20Planting/)
- Attachment K - PBDRP Bid Drawings (available at ftp://ftp.dep.state.fl.us/pub/BP-Bids/2013011C%20Pensacola%20Beach%20Dune%20Planting/)

Your bid should comply fully with these instructions which stipulate what is to be included in the bid response. Bidders submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the envelope or package transmitting their response. This information is used only to put the DEP’s mailroom on notice that the package received is a response to a DEP solicitation and therefore should not be opened but delivered directly to the Procurement Section.

This solicitation does not commit DEP to pay any costs incurred in the preparation and submission of a bid in any form or to procure or contract for said services or supplies. The Secretary of the DEP or his written designee are the only individuals who can commit the DEP to the expenditure of funds in connection with any contract resulting from this bid.
Prospective Contractor
Page 2
August 10, 2012

The designated DEP Procurement Section representative for this bid is the undersigned. All communications hereon should cite the subject solicitation number and be directed to my attention at the address provided on Attachment B, Item B.5.

Sincerely,

Jim Reynolds

Jim Reynolds
Operations & Management Consultant Manager

JR/jr

Attachment
## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

### INVITATION TO BID

**CONTRACTUAL SERVICES**

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<thead>
<tr>
<th>SUBMIT PROPOSAL TO:</th>
<th>SOLICITATION NO:</th>
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<tbody>
<tr>
<td>Department of Environmental Protection</td>
<td>2013011C</td>
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<tr>
<td>Procurement Section, Carr Building, Room 235</td>
<td></td>
</tr>
<tr>
<td>3900 Commonwealth Boulevard, MS#93</td>
<td></td>
</tr>
<tr>
<td>Tallahassee, Florida 32399-3000</td>
<td></td>
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<tr>
<td>Telephone Number: 850-245-2361</td>
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**AGENCY MAILING DATE:** August 10, 2012

**SOLICITATION TITLE:** Pensacola Beach Dune Restoration Project Dune Planting Services

**PROPOSALS WILL BE OPENED:** Friday, August 31, 2012 @ 2:30 P.M. ET

and may not be withdrawn within 180 days after such date and time.

**VENDOR NAME:**

**VENDOR MAILING ADDRESS:**

**CITY – STATE – ZIP:**

*AUTHORIZED SIGNATURE (MANUAL)*

**PHONE NUMBER:**

**FREE NUMBER:**

**FAX NUMBER:**

*AUTHORIZED SIGNATURE (TYPED), TITLE*

**EMAIL ADDRESS:**

**FEID NO.:**

*This individual must have the authority to bind the Bidder.

**TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):**

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Bidder.

**BIDDER CONTACTS:** Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

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<th>PRIMARY CONTACT:</th>
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**PUR 1001 – GENERAL INSTRUCTIONS TO BIDDERS**

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
   (a) "Buyer" means the entity that has released the solicitation.
   (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
   (c) "Bidder" means the entity that submits materials to the Buyer in accordance with these Instructions.
   (d) "Response" means the material submitted by the Bidder in answering the solicitation.
   (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
2. **General Instructions.** Potential Bidders to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** Bidders are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the “Submit Response” button (or other similar symbol or process) attached to or logically associated with the response created by the Bidder within MyFloridaMarketPlace. The Bidder agrees that the action of electronically submitting its response constitutes:
   - an electronic signature on the response, generally,
   - an electronic signature on any form or section specifically calling for a signature, and
   - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**NOTE:** This section is superseded by a condition in Attachment B. Electronic submission of proposals is not required and will not be accepted.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
   - Technical Specifications,
   - Special Conditions,
   - Instructions to Bidders (PUR 1001),
   - General Conditions (PUR 1000), and
   - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder’s response. In submitting its response, 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 response, shall be grounds for rejecting a response. **NOTE:** This section is superseded by a condition in Attachment B.

5. **Questions.** Bidders shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all Bidders will be able to view. Bidders shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each Bidder is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer’s contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. **NOTE:** This section is superseded by a condition in Attachment B.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Bidders shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Bidders shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder or its affiliates.

7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
   - submitting a bid on a contract to provide any goods or services to a public entity;
   - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submitting bids on leases of real property to a public entity;
   - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
   - transacting business with any public entity in excess of the Category Two threshold amount ($35,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.

9. **Bidder’s Representation and Authorization.** In submitting a response, each Bidder understands, represents, and acknowledges the following (if the Bidder cannot so certify to any of following, the Bidder shall submit with its response a written explanation of why it cannot do so).
   - The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
   - To the best of the knowledge of the person signing the response, the Bidder, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
   - To the best of the knowledge of the person signing the response, the Bidder has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

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The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.

The Bidder has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

The product offered by the Bidder will conform to the specifications without exception.

The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with the State.

The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

The Bidder shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Bidder's preparation of its bid.

All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. Bidder must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Bidder for the production, distribution, and servicing of the product. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, Bidder is not relieved from fulfilling all Contract requirements.

11. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Bidders may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

12. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://vbs.myflorida.com. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone. NOTE: This section is superseded by a condition in Attachment B.

13. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the Bidder written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected. NOTE: This section is superseded by a condition in Attachment B.

14. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Bidders deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

15. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
16. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful Bidder(s), however, no contract shall be formed between Bidder and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.

17. **Contract Overlap.** Bidders shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

18. **Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a Bidder believes that its response contains information that should not be a public record, the Bidder shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

19. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

   Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

   Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: “Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

   Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: “Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

   (PUR 1001 – 60A-1.002(7), F.A.C.)

   **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**
1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

   (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

   (b) “Customer” means the State agency or other entity that will order products directly from the Contractor under the Contract.

   (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

   (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement order, or other authorized means).

2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof.

   Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

   **NOTE:** This section is superseded by a condition in Attachment B.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

   (a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

   (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

   (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

   (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

   (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer’s property.

7. **Manufacturer’s Name and Approved Equivalents.** Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer’s prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. **Inspection at Contractor’s Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
9. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

12. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor’s authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

   For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

   Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

   Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

   At the State’s option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

18. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

19. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer’s Inspector General, or 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 practices, employees, officers, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

20. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. NOTE: This paragraph is superseded by a condition in Attachment B.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer’s misuse or modification of Contractor’s products or a Customer’s operation or use of Contractor’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor’s opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor’s obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor’s sole expense, and (3) assistance in defending the action at Contractor’s sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor’s prior written consent, which shall not be unreasonably withheld.

21. Limitation of Liability. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor’s liability under a purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. NOTE: This section does not apply to the contract(s) resulting from this solicitation.
22. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State’s interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

24. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

25. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay 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 Contractor’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) 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 (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. 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. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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 Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (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 that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. Scope Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

27. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the State or the Contractor in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondary liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
30. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer’s designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor’s ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State 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 State 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 a Customer’s security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.

32. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s or Customer’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

33. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

34. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. 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 Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida. **NOTE: This section is superseded by a condition in Attachment B.**

35. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

36. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, 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 Contractor’s ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: “It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned.” Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org/.
40. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: “It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned.” Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).

41. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer’s acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

42. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor’s use of the contract is cost-effective and in the best interest of the State.

43. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. **Annual Appropriations.** The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

45. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

46. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

47. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These “special conditions” shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 – 60A-1.002(7), F.A.C.)

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ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS FOR
PENSACOLA BEACH DUNE PLANTING SERVICES

B.1 Solicitation Number: 2013011C

B.2 Solicitation Type: Invitation to Bid (ITB)

B.3 Date of Issuance: August 10, 2012

B.4 Program Area: Office of Coastal and Aquatic Managed Areas
Natural Resources Damage Assessment (NRDA) Projects
Florida Department of Environmental Protection (DEP)

B.5 Time, Date and Location Bids are Due: (This section supersedes Attachment A, PUR1001, Instruction #3, Electronic Submission of Responses.):

See instructions for response preparation in Sections B26 – B.30. Electronic submission of bids is not required and will not be accepted for this solicitation. Bids may be sent by U.S. Mail, Courier, or Hand-Delivered. BIDS TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.

Bids must be received by:

Jim Reynolds
Procurement Section, Room 235
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS #93
Tallahassee, Florida  32399-3000
Telephone Number: (850) 245-2380

NO LATER THAN 2:30 P.M. Eastern Time (ET), Friday, August 31, 2012.

All bids must be submitted in a sealed package and shall be clearly marked on the outside with the solicitation number, date and time of the opening for the solicitation for which response is intended. The Department is not responsible for the opening of any solicitation package which is not properly marked. It is the bidder's responsibility to assure its bid is submitted at the place and time indicated in this solicitation. Bidders are required to complete, sign, and return the “DEP Solicitation Acknowledgement Form” with their bid.

CAUTION: A bid received at the office designated after the exact time specified for receipt will not be considered.

B.6 Solicitation Timeline:

A Mandatory pre-bid on-site inspection is scheduled for Thursday, August 16, 2012 @ 9:00 A.M. CT. (See section B.7 below).

By Friday, August 17 @ 5:00 P.M. ET, all questions from prospective contractors must be submitted in accordance with the directions in section B.7.

By Wednesday, August 21, 2010 @ 5:00 P.M. ET, the DEP anticipates posting questions received and the DEP’s answer on the Vendor Bid System (see instructions on how to get to the Vendor Bid System below).

By Friday, August 31, 2012 @ 2:30 P.M. ET, Bidders shall submit their bid. See instructions for bid preparation in Sections B.26-B.30 and submittal information in Section B.5.
On or about 8:30 A.M. ET on Tuesday, September 4, 2012, the recommended award will be posted on the Florida Department of Management Services (DMS) Vendor Bid System. To access the posted results, go to http://www.myflorida.com. Once at this site, the steps listed below should be followed to access the Vendor Bid System.

Click on "BUSINESS"
Click on "Doing Business with the State"
Under the “Everything for Vendors and Customers” heading, click on "Vendor Bid System"
Click on "Search Advertisements"
Under the "Agency" search field, select the "Department of Environmental Protection" and Click on "Initiate Search"
Click on the solicitation number "2013011C-AD"

These dates are to be used by the Bidder for planning purposes only and are subject to change. The DEP reserves the right to revise the solicitation schedule provided above.

B.7 Mandatory Site Visit/Questions: (This section supersedes Attachment A, PUR1001, Instruction #5, Questions.):

There will be a MANDATORY On-Site Inspection for all prospective bidders on Thursday, August 16 AT 9:00 a.m. (CT) at the Offices of the Santa Rosa Island Authority, 1 Via DeLuna, Pensacola Beach, Florida, in the presence of the Project Manager, Pearce Barrett, or designee. Directions may be obtained by calling (850) 932-2257. The site inspection may take several hours to complete. The prospective bidder shall visit the site for work to become familiar with any local conditions which in any manner affects the work to be done or affects the equipment, material, labor and services required. Failure to attend the mandatory on-site inspection and complete the on-site inspection form shall preclude a prospective bidder from submitting a bid for this solicitation.

Mr. Barrett, or his designee, will NOT answer any questions pertaining to this solicitation. Any questions from contractors concerning this ITB shall be submitted in writing, identifying the submitter, to Jim Reynolds at the address specified in Section B.5 above, or by email to James.Reynolds@dep.state.fl.us or by facsimile to 850-245-2411, no later than 5:00 p.m. ET on Friday, August 17, 2012. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective contractor's responsibility to periodically check the VBS. DEP bears no responsibility for any delays, or resulting impacts, associated with a prospective contractor's failure to obtain the information made available through the DMS Vendor Bid System.

Each Bidder shall be responsible for any and all services required under this solicitation. The Project Manager shall be the sole judge of conditions determined to be satisfactory and acceptable. The Bidder is required to carefully examine the specifications set forth and be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Bidder because of a lack of knowledge of conditions or requirements and the selected Bidder will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on the DEP and shall not be relied upon by any respondent.

Information on Federal Procurement Regulations, State Statutes or Rules, referred to in this solicitation, may be obtained by contacting the DEP Procurement Section referred to in Item B.5 above.

For the purposes of this solicitation, the terms respondent, offeror, consultant, and contractor are used interchangeably and mean a person(s) or firm(s) submitting a response to this solicitation.

B.8 Notification: (This section supersedes Attachment A, PUR1001, Instruction #12, Electronic Posting or Notice of Intended Award.)

Bid Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6 above, on or about 8:30 A.M., Tuesday, September 4, 2012 and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any Bidder who desires to protest the recommended award must file a protest with the Procurement Section, Department of Environmental
Protection, 3800 Commonwealth Boulevard, Room 235, Carr Building, MS#93, Tallahassee, Florida 32399-3000, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

B.9 Restrictions on Communication with DEP Staff:

Respondents 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 agency posting the notice of intended award, excluding 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 officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

B.10 Disclosure and Ownership of Bid Contents by the DEP:

A Bidder's bid shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, F.S. All information in a Bidder's bid (including, without limitation, technical and price information), and any resulting Contract, which will incorporate the successful bid, will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, F.S., regardless of copyright status. A Bidder's submission of a bid shall constitute a waiver of any copyright protection which might otherwise apply to the DEP's production, disclosure, inspection and copying of such bid and Contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, F.S. A Bidder's bid, upon submission, and the contract shall be the property of the DEP except those parts asserted to be exempt in the manner set forth below, and the DEP, in its sole discretion, shall have the right to use, reproduce, and disseminate the bid and Contract. The DEP reserves the right to use any and all information contained in a Bidder's bid.

Any bid content submitted to DEP which is asserted to be exempt under Chapter 119, F.S., shall be set forth on a page or pages separate from the rest of the proposal, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the proposal or other document in which the content is set forth.

B.11 Public Records:

Any material submitted by a bidder will become a public record pursuant to Chapter 119, Florida Statutes, ten (10) days after the DEP opens the proposals or when the notice of intended award is posted, whichever occurs first. Any claim of confidentiality is waived upon submission, unless addressed as set forth in Section B.10 above.

B.12 Description of Work Being Procured:

This project is part of the Natural Resources Damage Assessment early restoration program that is a result of the Deep Horizon Oil Spill that occurred on April 20, 2010. The project goal is to restore the dunes along the Gulf side of Pensacola beach that were adversely affected by clean-up activities that were carried out along the beach because of the spill. The work to be done under this project includes the planting of approximately 16.21 acres of vegetation that includes Sea Oats (Uniola paniculata), panic Grass (Panicum amarum) and a diversity of other species, the placement of approximately 28,700 linear feet of sand fencing and the installation of informational signage. All work shall be performed in accordance with the Scope of Services contained in Attachment C, Attachment J - FDEP Joint Coastal Permit 0188265 and Attachment K - PBDRP Bid Drawings (available for download at ftp://ftp.dep.state.fl.us/pub/BP-Bids/2013011C%20Pensacola%20Beach%20Dune%20Planting/).

The project site is located on the Gulf of Mexico side of Pensacola Beach, Santa Rosa Island, in Escambia County, Florida and encompasses a length of 8.1 miles of the primary dune line extending from FDEP marker R-107.5 (entrance gate to Fort Pickens) on the west end to marker R-150.9 (Park East) on the east end. The width of the planting zone varies from 15 feet wide to over 60 feet as depicted on the plans.
B.13 Number of Awards:

The DEP anticipates the issuance of one (1) contract for services under this solicitation. The DEP reserves the right to issue multiple contracts if such will be most advantageous to the DEP and the State of Florida. The DEP, at its sole discretion, shall make this determination.

B.14 Contract Period:

The Contract shall begin upon execution and remain in effect until June 30, 2014, inclusive. The contract resulting from this solicitation shall not be renewed.

Planting work is anticipated to be complete before November 1, 2012. If planting cannot be completed by this date, then it shall be completed between March 1, 2013 and May 1, 2013. There shall be a 180 day warranty period on the viability of the plantings beginning upon the date that planting is completed (see Attachment C, Scope of Services, Item 7.0 Warranty, Success Criteria, & Replanting) and a twelve (12) month warranty period on the sand fencing and the signage (see Attachment C, Scope of Services, Item 8.0 Sand Fencing Installation and Item 9.0 Signage Installation).

B.15 Type of Contract Contemplated: (This section supersedes Attachment A, PUR1000, Condition #2, Purchase Orders.)

A fee schedule contract is proposed, however, the DEP reserves the right to award another type contract if such will be most advantageous to the DEP and the State of Florida, price and other factors considered. The Contractor shall be paid for the services rendered under the contract upon satisfactory completion of these services.

A copy of the proposed contract containing all requirements is included as Attachment H. The requirements contained in the proposed contract should be closely reviewed by the respondent since modifications proposed by the respondent may not be considered.

B.16 Bid Acceptance Period:

The DEP intends to execute the contract(s) as soon as possible after the announcement of an award. The DEP has the discretion to terminate discussions if agreement is not reached within thirty (30) days after the announcement of an award.

B.17 Disclosure:

Information will be disclosed to Bidders in accordance with State statutes and rules applicable to this solicitation after evaluations are complete.

B.18 Firm Response (This section supersedes Attachment A, PUR1001, Instruction #13, Firm Response.):

Any submitted response shall remain valid for 180 days after the bid submission date.

B.19 Laws and Permits:

The selected contractor must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this contract. All permits and licenses required for this contract must be obtained by the selected contractor and maintained for the duration of the contract.

B.20 Indemnification (This section supersedes Attachment A, PUR1000, Condition #20, Indemnification, the first paragraph.):

The selected contractor must agree to indemnify, defend, save and hold harmless the State of Florida and the DEP from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the contractor, its subcontractors, agents or employees to the extent permitted by Florida law.
B.21 Insurance:

The selected contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the DEP, for the protection of its employees not otherwise protected.

The selected contractor shall maintain during the life of the contract, comprehensive general liability coverage with limits of not less than $100,000 per occurrence and $300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $300,000 combined single limit for bodily injury and property damage. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the DEP Procurement Administrator. The certificate shall also name the DEP as an additional insured and identify the DEP Contract Number. The successful bidder shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with the DEP.

B.22 Force Majeure:

If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of a contract resulting from this ITB, the selected contractor shall promptly notify the DEP orally and shall, within seven (7) calendar days, notify the DEP in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the selected contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this contract may be extended, at the discretion of the DEP, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEP accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, fire, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the selected contractor. The selected contractor is responsible for the performance of all services issued under this contract.

B.23 Vendor Registration:

Prior to entering into a contract with the DEP, the Bidder must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under Business at www.myflorida.com). Bidders who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776.

The following DMS Class/Group Codes are provided to assist you in your registration efforts: 595-580 Plants, Bedding (Landscaping); 595-770 Seedlings, Tubelings; 991-490 Landscaping and Lawn Care Services; 991-670 Public Park and Recreation Area Services.

B.24 Florida Department of State Registration Requirements:

All entities defied under Chapter 865, 607, 608, 617, 620 or 621, Florida Statutes, seeking to do business with the Florida Department of Environmental Protection shall, prior to execution of a contract, be appropriately registered with the Florida Department of State.

B.25 Subcontracting:

The prospective contractor shall not subcontract, assign, or transfer any of the services sought under this solicitation.
B.26 Solicitation Acknowledgement Form:

The DEP Solicitation Acknowledgement Form, (original copy provided in solicitation package as Attachment A) shall be completed as instructed. If a bidder fails to submit a completed Acknowledgement Form with their response, the DEP reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation.

In the event that bidders submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

B.27 Price:

The bidder must complete Attachment D, entitled "Bidder Response Form". Failure to provide a price for each item listed or failure to complete and submit Attachment D, “Bidder Response Form”, shall result in the bid being deemed nonresponsive and therefore, rejected.

B.28 Qualifications: (Must use pages provided as Attachment D)

The bidder must prove, to the satisfaction of the DEP, that their company has previous experience performing dune restoration and revegetation activities along the Gulf Coast of Northwest Florida, an area known as the Panhandle (Wakulla to Escambia County FL) for at least one (1) year of continuous operation. The bidder shall also show that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation. The bidder shall submit the following with their bid:

1. In the spaces provided on Attachment D, the bidder shall provide the required information on the bidder’s name, address, telephone number and number of continuous years in operation.

2. In the spaces provided in Attachment D, Page 1 of 5, the bidder is required to demonstrate the following by completing the table with at least two (2) projects:

   The ability to perform a project of comparable size in a comparable timeframe: plant approximately 400,000 sea oats, 100,000 panic grass plants, 20,000 diversity species plants, and fencing in a two (2) month period. The bidder shall list projects that will demonstrate that the bidder can perform a project of this scope. Projects must be equal to or greater than a total of 500,000 plants. Therefore, the bidder shall list all projects completed where the total number of plants for all projects totals 500,000 or more.

3. Bidder shall provide a project work plan which includes all information requested in Attachment C, Scope of Services, Item 1.1. Documentation, in the form of collection permits or contracts from a State, the U.S. Department of Agriculture, or other comparable documents, documenting the source of the plants to be used in this project, shall be attached to or included within the work plan.

4. A list of a minimum of three (3) and up to five (5) separate and verifiable clients, other than the DEP, for work similar to that specified in this solicitation that has been ongoing for at least one (1) year. The same client may not be listed for more than one (1) reference (for example, if the bidder has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). These references should be available to be contacted during normal working hours. The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specific number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. The DEP will not attempt to correct incorrectly supplied information. References shall be listed on the Bidder Information, Pages 4 - 6 of Attachment D, attached hereto. Do not list work performed for the DEP.
The DEP will review its records to identify any contracts, if applicable, that the bidder has undertaken during the previous five (5) years (executed during or after August 2007) with the DEP, where the bidder was the primary contractor. The DEP will contact the DEP Contract Manager, if available, for two (2) contracts in order to complete the evaluation questionnaire provided in Attachment F.

Failure to provide any of the information requested in this section shall result in the bid being deemed non-responsive and therefore rejected.

B.29 Bidder Summary Form

On the form provided as Attachment I, the respondent shall list the name of the respondent(s) and indicate the one business category of the respondent.

B.30 State Project Plan

The bidder shall submit a written plan addressing the State’s five (5) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The DEP expects respondents to address each objective. Objectives not addressed in the selected contractor’s response must be addressed prior to contract execution. The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.

1. Diversity: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms 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 Diversity at (850) 487-0915.

   The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state’s procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

   The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

   Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

   http://dms.myflorida.com/other_programs/office_ofSupplier_diversity_osd/.

   Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

2. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent’s plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator
Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.

3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida’s suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. If applicable, the respondent shall sign and submit the “Certification of Drug-Free Workplace Program” Form, attached hereto and made a part hereof as Attachment E, to certify that the respondent has a drug-free workplace program.

4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).

   The respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at [http://www.pride-enterprises.org](http://www.pride-enterprises.org).

   The respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

B.31 **Basis of Award:**

1. **Price:** The lowest price bid shall be determined by the lowest total bid price stated on Attachment D, Bidder Response Form. The bidder submitting the lowest price responsive bid shall be awarded the contract, providing the following criteria are met:

   a. **Qualifications.** Based on the information provided as required by Attachment B, Item B.28. If the Bidder fails to meet the qualification requirements as outlined, the DEP shall disqualify the Bidder from further consideration, and the next lowest bid shall be considered in accordance with the provisions of this section.
b. Client References/DEP Past Performance. The DEP shall contact two (2) client references and the DEP Contract Manager for two (2) contracts, if applicable, for past performance to determine the Bidder's ability to perform the requested services. The reference/DEP Contract Manager will be asked the questions shown on Attachment F. The scores for all individual references (DEP and Non-DEP) will be totaled and averaged. Failure to receive an above satisfactory or excellent performance evaluation (a score of 2.75 or above) for this average shall result in the Bidder's bid being rejected, and the next lowest bid shall be considered in accordance with the provisions of this section.

2. Drug Free Workplace Certification. In the case of a tie between two or more Bidders, the Bidder with a certified Drug Free Workplace will be given preference.

3. In determining vendor responsibility, the agency may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/or the vendor's demonstration of the level of integrity and reliability which the agency determines to be required to assure performance of the contract.

B.32 Terms and Conditions (The section supersedes Attachment A, PUR1001, Instruction #4, Terms and Conditions):

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Instructions for Preparation and Submission of Bids for Pensacola Beach Dune Restoration Project (PBDRP) Dune Planting Services
- General Instructions to Bidders (PUR 1001), and
- General Conditions (PUR 1000).

The DEP objects to and shall not consider any additional terms or conditions submitted by a Bidder, including and appearing in documents attached as part of a Bidder's response. In submitting its response, 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 response, shall be ground for rejecting a response.

Any requirement of this solicitation which indicates the consequence of any non-compliance shall be strictly enforced.
ATTACHMENT C

SCOPE OF SERVICES

SPECIFICATIONS FOR PENSACOLA BEACH DUNE RESTORATION PROJECT DUNE PLANTING, FENCING AND SIGNAGE
FOR THE PURPOSE OF COASTAL DUNE RESTORATION

The following are the technical specifications for this project. No deviations from the Technical Specifications will be allowed without prior written approval by the Department of Environmental Protection (Department).

Project Background and Timeframe

This project is part of the Natural Resources Damage Assessment early restoration program that is a result of the Deepwater Horizon Oil Spill that occurred on April 20, 2010. The project goal is to restore the dunes along the Gulf side of Pensacola beach that were adversely affected by clean-up activities that were carried out along the beach because of the spill. The work to be done under this project includes the planting of approximately 16.21 acres of vegetation that includes Sea Oats (Uniola paniculata), panic Grass ( Panicum amarum) and a diversity of other species, the placement of approximately 28,700 linear feet of sand fencing and the installation of informational signage. All work shall be performed in accordance with the Scope of Services, Attachment J - FDEP Joint Coastal Permit 0188265 and Attachment K - PBDRP Bid Drawings (available for download at ftp://ftp.dep.state.fl.us/pub/BP-Bids/2013011C%20Pensacola%20Beach%20Dune%20Planting/).

The project site is located on the Gulf of Mexico side of Pensacola Beach, Santa Rosa Island, in Escambia County, Florida and encompasses a length of 8.1 miles of the primary dune line extending from FDEP marker R-107.5 (entrance gate to Fort Pickens) on the west end to marker R-150.9 (Park East) on the east end. The width of the planting zone varies from 15 feet wide to over 60 feet as depicted on the plans.

Planting work is anticipated to be complete before November 1, 2012. If planting cannot be completed by this date, then it shall be completed between March 1, 2013 and May 1, 2013. There shall be a 180 day warranty period on the viability of the plantings beginning upon the date that planting is completed (see Attachment C, Scope of Services, Item 7.0 Warranty, Success Criteria, & Replanting).

TECHNICAL SPECIFICATIONS

1.0 SCHEDULE

1.1 WORK PLAN As part of the bid, the Bidder shall submit a detailed Work Plan. The Department and Engineer will review the Work Plan submitted. At a minimum these plans must include a schedule of fieldwork activity, the species distribution, seed source, method of plant propagation, method of irrigation, type of hydrating gel and fertilizer to be used, work force and equipment to be used for fence installation and dune vegetation planting, and how this work force will be supervised, including the qualifications of the supervisor(s). Work Plans must be complete, reasonable and feasible using the resources proposed. The Contractor will be required to provide written documentation with the Work Plan as to the source of the planting units delivered under this bid. Documentation shall include collection permits or contracts from a State, the U.S. Department of Agriculture, or other comparable documents.

1.2 All authorized dune revegetation segments of work shall be installed, all equipment removed from the beach and work areas, and all beach construction activity completed by the date stipulated to in the Contract.

1.3 Work shall not commence prior to receipt of a written Notice to Proceed from the Department. Contractor shall provide Department with 72-hours' notice prior to initiation of field work.

1.4 Work is permitted seven days per week, during daylight hours (sunrise to 1 hour after sunset), and subject to the provisions of Item 11.0, Environmental Protection, below.

1.5 Work shall be performed on a continuous basis from start to finish without interruption. Contractor shall provide a schedule of field work activity in the Work Plan submitted with the bid.

1.6 Excepting unforeseen weather events, the Contractor shall notify the Department at least 48 hours prior to suspending work, and at least 3 work days prior to requested inspections for acceptance (intermediate or final). The Department reserves the right to examine the work at any time.
1.7 The Contractor shall notify the Department at least 72 hours prior to the application of any maintenance irrigation or fertilization, if employed.

2.0 PLANTING ZONES & ACCESS

2.1 The overall planting zone consists of the 8.1-mile existing primary dune line along the Gulf of Mexico shoreline at Pensacola Beach in Escambia County, FL. The width of the planting zone varies from 15 ft to over 60 ft. The baseline planting zone consists of the 15-ft wide area Gulfward of the existing Gulfward edge of dune vegetation. The planting zone width increases along selected segments of the dune line, as depicted in the Contract Drawings. In selected areas, the planting zone consists of the entire primary dune, including the dune crest and the Gulfward and landward dune slopes.

2.2 Sand Fencing Consistent with project permits, sand fencing shall be placed seaward of the planting zone on the seaward slope at the toe of the newly constructed dune feature. Spacing and orientation for the sand fencing segments is depicted in the Contract Drawings. Additional sand fencing segments placed along the landward side of limited areas of the plantings are likewise indicated in the Contract Drawings.

2.3 Staging Areas The Contractor’s Staging Areas are identified in the Contract Drawings. The Contractor shall maintain these and all work areas in an organized, tidy and secure fashion and shall take all reasonable measures to minimize the area utilized for such activity. The Contractor is responsible for restoring to pre-work conditions any damage to the dunes and dune vegetation caused by the Contractor’s activities. Temporary stockpiling of construction materials upon the beach is not permitted except for immediate (same-day) planting or installation. The Contractor is responsible for daily cleanup of litter and construction debris associated with their work.

2.4 Beach Access Access corridors to the beach are identified in the Contract Drawings. Access to the beach and primary dune areas shall be limited to these areas unless otherwise approved by the Department in writing. Beach driving shall be in compliance with Section 11.6 of these specifications. Access and construction-related activity elsewhere along the beach shall be minimized or structured so as to avoid disruption of, or impacts to, the existing dune and back-beach vegetation and sand fencing, and is limited to non-vehicular access. The Contractor shall not park or drive vehicles along the crest or upland of the dunes. The Contractor is responsible for restoring to pre-work conditions any damage to the dunes and dune vegetation caused by the Contractor’s activities.

3.0 LAYOUT OF THE WORK

3.1 General The dune revegetation shall be installed in accordance with the approved planting plan, which is anticipated to be in general accordance with the dimensions, lines and limits depicted in the drawings. The specific locations of vegetated reaches, including beach access lanes (where no sand fencing or vegetation shall be installed) shall be field-verified by the Contractor and approved by the Department or Department’s Representative. Well-established foot paths shall be given a 10-ft no planting width. All walkovers shall be avoided by 15 ft to either side of the structure. The Department reserves the right to suspend work at any time when location, layout, and/or limit marks established by the Contractor are not reasonably adequate to define the work or to permit checking of the work.

3.2 Baseline The drawings indicate baseline stationing along the beach at 100-ft intervals, which shall be used to indicate the Work Zones and to reference the project’s alongshore layout and other features of the work. The baseline is for alongshore reference and is not anticipated to represent the cross-shore limits of the work; (i.e., from which the landward or seaward edges of the planting will be measured).

3.3 Lay-out for Approval The Contractor shall lay out the locations of dune vegetation by acceptance section, for approval by the Department’s Representative, prior to planting. At a minimum, this lay-out shall include flagging or stakes that indicate the locations of the seaward and landward vegetation limits, at not more than 300-ft centers (closer at transitions) and at the alongshore endpoints of vegetation at walkovers, beach access lanes and the ends of each Work Zone. The Contractor shall demonstrate the method by which the alongshore and cross-shore spacing for each vegetation type will be determined for planting.

3.4 Measurement for Payment Payment shall be in accordance with the unit prices specified for the work, and shall be based upon the physical number of accepted, viable individual plants installed in accordance with the contract requirements. Viable installed plant units shall be as described in “Warranty, Success Criteria and Replanting”, below. No additional payment shall be made for re-planting or other activities required to conform to the warranty provisions stipulated below.
Payment for sand fencing and signage installation shall likewise be in accordance with the unit prices specified for the work, and shall be based upon the lineal feet of sand fencing installed and the number of signs and sign posts installed, respectively, and accepted in accordance with the contract requirements.

4.0 PLANT MATERIALS

4.1 Planting Unit  The intent of the Department is to populate the planting zones with a foundation pattern of sea oats and panic grass, with an additional planting of a mixture of at least two diversity species. These species may be selected by the Contractor for approval by the Department (see section 4.2). For purposes of this bid, the term planting unit refers to a hole into which at least 2 stems of an individual, viable nursery grown plant of dune grass is installed.

4.2 Plant Species and Relative Planting Percentage

4.2.1 Foundation planting species:
- Sea oats (Uniola paniculata) – 80%
- Panic grass (Panicum amarum) – 20%
No other foundation plant species will be accepted as substitutes under this bid unless approved in writing by the Department.

4.2.2 Diversity species: Contractor shall provide at least two additional diversity plant species, to be interplanted at a rate of 30 plant units per 1,000 ft of planting zone area. Diversity species may include (but are not limited to):
- Beach elder (Iva imbricata)
- Beach morning glory (Ipomaea imperati)
- Sea purslane (Sesuvium portulacastrum)
- Coastal sea rocket (Cakile lanceolata)

Contractor may recommend other species for approval by Department, with documentation that species are appropriate for the site.

The Contractor shall provide the Department with a detailed description of his proposed planting scheme. This description shall be included in the Work Plan submitted with the Contractor’s Bid.

4.3 Planting Unit Source  The source material for all planting units delivered under this bid must be limited to seeds and propagated plants collected from the Gulf Coast of Florida. All plants must be entirely suitable for the site and use intended.

The Contractor will be required to provide written documentation with the Work Plan as to the source of the planting units delivered under this bid. Documentation shall include collection permits or contracts from a State, the U.S. Department of Agriculture, or other comparable documents. Bids submitted without this documentation will not be considered.

4.4 Required Number of Planting Units  The approximate number of planting units to be installed is 474,650. The Contractor shall provide all plant units required for the project. Site conditions may dictate adjustments to the number of planting units estimated for the work site. The final Contract quantities actually placed and accepted may vary from the Bid estimated quantities by ±15%. The unit price costs submitted with this bid will be used to determine either add or deduct cost amounts for the project. The Department’s Representative will determine the final number of planting units accepted as planting units eligible for payment.

4.5 Liners and Potted Plant Germination  Potted plants shall have a fully developed root ball that is consistent with the size of the specified container, but is not root-bound, at the time of delivery. All foundation dune plant materials grown in multi-well trays (liners) and prepared for installation to the site shall be viable plant materials with at least 2 emergent stems for dune grasses, for which the roots should fill the entire volume of the liner. Foundation species plants shall be “2-inch” units, having root ball volumes of at least 100 cubic centimeters, minimum. Diversity species plants shall be “4-inch” units, having root ball volumes of at least 300 cubic centimeters. Root balls shall not be root-bound. For purposes of this specification, the plant material in each liner constitutes one dune planting unit, regardless of the number of viable stems in the liner.

4.6 Plant Size  Deliverable planting units shall conform to the size requirements set forth herein and consistent with Section 4.5 above. For dune grass planting units, the delivered unit shall be not less than eight (8) inches in height, as measured from the top of the root ball to the apical meristem. Plants not meeting the minimum size requirements may be rejected.
4.7 **Micropropagation.** Planting units grown from approved sources via micropropagation techniques may be accepted under this bid. Plants produced from cuttings or the division of larger plants may be used if the material is derived from Gulf Coast Florida resources and meets all of the specifications for seed-produced planting units. However, planting units derived from micropropagation techniques shall not exceed 25% of the total number of planting units delivered under this bid.

5.0 **PLANT UNIT HANDLING & INSTALLATION**

5.1 **Preparation, Handling, and Storage.** The root ball shall be properly moistened to prevent desiccation. All planting units shall be handled, packed, transported, and stored at the installation site in such a manner as to ensure protection against desiccation, thermal stress, disease or physical damage. The Department will inspect plant material at the beginning of each day. Planting units deemed to have been improperly handled, packed, transported, and/or stored will be rejected by the Department upon inspection and replaced by the Contractor at no additional costs to the Department.

5.2 **Plant Condition.** All planting units provided under this bid shall have moist, vigorous root systems free of rot, disease, or discoloration at the time of delivery and installation. Planting units not meeting these plant condition specifications will be rejected by the Department. Planting units rejected under this plant condition specification will not be considered as delivered to the site and therefore not eligible for payments under the unit cost schedules which apply to planting units.

5.3 **Planting Unit Depth.** All dune grass planting units shall be installed at a minimum depth of 6", as measured from the top of the root ball to the sand surface. Planting units which are out of specification with regard to the provisions of this planting unit depth specification may be planted solely at the Contractor’s risk, and will be subject to all basic provisions of the survival criteria and warranty provisions of this contract, plus an increased retainage will be held based solely on the judgment of the Department.

5.4 **Plant Unit Spacing.** As noted, it is anticipated that the final plant-unit spacing and lay-out will be generally similar to that depicted in the construction drawings, and will be dependent on the actual number of plant units purchased for installation by the Department. Within the planting zone, dune grass plant units shall be spaced on 16-inch centers along shore-perpendicular lines, with each successive line staggered in an alternating fashion by eight (8) inches in the cross-shore direction (see Contract Drawings for typical planting planview).

5.5 **Installation.** shall be by hand labor and tools (spades and shovels, etc.). Hand-operated, single-operator small gas powered equipment may be utilized.

5.6 **Inspections.** If requested by the Department, the Contractor shall provide the Department with access to all nursery operations in the manner and time frame requested by the Department for the purpose of performing compliance inspection(s) of the propagation and production methods being employed by the Contractor.

6.0 **IRRIGATION & FERTILIZATION**

6.1 **A pre-hydrating water gel, such as terrasorb, or equivalent, shall be used for all planting units per gel manufacturer specifications.** Hydrating gel shall be properly hydrated per manufacturer specification. Approximately 2.5 grams of slow release (90-day) pelleted Osmocote, or approved equivalent, fertilizer with an N:P:K ratio of 18-6-12, plus trace elements, shall be added to hydrated gel material per plant unit. A minimum of eight (8) fluid oz. of hydrated gel/fertilizer mixture shall be placed beneath or within the root zone of each planting unit during installation. Required amounts of fertilizer may vary for the different types of planting units chosen and shall be placed in accordance with standard industry practice for each planting unit type and species, subject to approval by the Department. Contractor shall specify the brand name and manufacturer of the proposed hydrating gel, and the manufacturer and N:P:K ratio of proposed fertilizer in the Work Plan submitted with the bid. The cost of pre-hydrating gel and fertilizer shall be included in the “installed” unit cost pricing schedule of the bid documents.

6.2 **Initial Irrigation.** The Contractor will be allowed to “water-in” (initially irrigate) all newly installed planting units according to a Contractor-prepared and Department-approved irrigation schedule to be included in the Work Plan. The irrigation schedule will include a detailed description of the anticipated number of irrigation events, the equipment, the labor, the irrigation methodology and the planting unit physical condition(s) which signal the need for maintenance irrigation. The Contractor will be responsible for all aspects of the maintenance irrigation including compliance with all environmental permitting regulations, requirements and conditions stated in the permit(s) which address maintenance irrigation and installation activities. The cost of maintenance irrigation events anticipated by the Contractor shall be included in the “installed” unit cost pricing schedule of the bid documents.
6.3  **Irrigation Water.** The Contractor will be responsible for the provision of all irrigation water required under this bid.  Freshwater (potable only) shall be provided by the Contractor and applied to the planting zones using a non-scouring spray applicator. The Contractor shall make all necessary arrangements with the appropriate local agencies if the use of local hydrants in the area is desired.

6.4  **Maintenance Irrigation Option.** The Contractor will be allowed to maintenance-irrigate the installed planting units according to a Contractor-prepared and Department-approved irrigation schedule. The irrigation schedule will include a detailed description of the anticipated number of irrigation events, the equipment, the labor, the irrigation methodology and the planting unit physical condition(s) which signal the need for maintenance irrigation. The Contractor will be responsible for all aspects of the maintenance irrigation including compliance with all environmental permitting regulations, requirements and conditions stated in the permit(s) which address maintenance irrigation and installation activities. The cost of maintenance irrigation events anticipated by the Contractor shall be included in the “installed” unit cost pricing schedule of the bid documents.

6.5  **No-maintenance Irrigation Option.** The Contractor may install the planting units with an initial irrigation but without subsequent irrigation events. Choosing the no-maintenance irrigation option does not relieve the Contractor from meeting all other provisions of this technical specification including, but not limited to, the Success Criteria and Replanting Section of the specification.

6.6  **Vehicle Access Restrictions.** In developing irrigation plans, the Contractor is specifically advised that vehicle access to the beach and near or along the dune crest and within the vegetated, landward margin of the dune is restricted and/or prohibited, as described elsewhere in these specifications (Section 11).

6.7  **Maintenance Fertilization.** The application of maintenance fertilization during the 180-day warranty period may be undertaken by the Contractor solely at the Contractor’s discretion. The cost of any and all fertilization shall be included in the unit cost pricing schedule for each plant unit. Maintenance fertilization, if employed, will be undertaken in a manner which complies with all environmental permits applicable to the project site.

7.0  **WARRANTY, SUCCESS CRITERIA, & REPLANTING**

7.1  **Planting Unit Success Criteria.** Each of the Planting Areas is further divided into approximately 500-ft Planting Zones for purposes of Warranty. For each 500-ft Planting Zone, the success of the planting effort will be assessed by the Department approximately 180 days following the date of completion of the entire planting unit installation using three measures: (1) whole-site survival rate, (2) planting unit survival pattern, and (3) dune planting unit root penetration. The planting effort shall be deemed a success if all three of the described criteria are met at the 80% level.

7.2  **Whole-Zone Survival Rate.** A minimum survival rate of 80% of all dune planting units installed over each Planting Zone as a whole shall be achieved. Plants will be considered to be surviving if they show clearly vigorous rhizomes and white, turgid roots, even in the absence of vital above-ground growth.

7.3  **Survival Pattern.** A minimum of 80% of the planting zone width perpendicular to the shoreline shall be occupied by surviving planting units at all locations. This success criteria may be waived, at the discretion of the Department, in areas where it can be documented that plant survival has been adversely impacted by unexpected pedestrian traffic, erosion, overwash, or inundation by the sea.

7.4  **Planting Unit Root Penetration.** A minimum of 24 out of 30 (80%) randomly selected dune plant units in each 300-ft Planting Zone shall have achieved root penetration of 9” or greater for all units, as measured from the top of the root ball down. The 30 randomly selected plants used to determine this measure of success shall be tagged in the field by the Contractor and the Department's Representative immediately following plant installation. This success criteria may be waived, at the discretion of the Department, if lesser root penetration is otherwise determined to be acceptable, or if it was caused by factors outside the control of the Contractor (i.e., excessive natural rainfall, as compared to the monthly averages measured for the area by the Southeast Regional Climate Center).

7.5  **Replanting of Planting Units.** If any of the above success criteria are not met, as determined by the Department, the Contractor shall replant non-conforming units with viable, and within specification, planting units of the same type in all areas considered to be deficient according to the planting unit success criteria. The replanting of planting units will be the...
sole responsibility of the Contractor and be completed at no additional cost to the Department. All original warranty and survival provisions and requirements shall apply to replanted planting units, subject to the Department’s discretion.

7.6 **Initial Planting Unit Survival**. Planting units that do not survive for a minimum of 10 days after installation will be rejected and not be considered eligible for payment. New planting units, within specification, will be installed by the Contractor in the areas which do not survive 10 days. The Contractor will be responsible for installing the new replacement planting units within 5 days of notification by the Department that an area of initial planting units did not survive for 10 days. The replacement planting units will be considered eligible for payment as original planting units only after they have survived a minimum of 10 days from installation.

7.7 **Warranty Period Site Inspections**. The Contractor may, at his sole discretion, make interim visits to the site during the warranty period to assess the conditions of the installed plants and assess the need for interim irrigation or plant replacement. The date of any visit shall be coordinated with the Department.

8.0 **SAND FENCING INSTALLATION**

8.1 **Sand Fencing**. Acceptable materials for sand fencing are indicated in the Contract Drawings. The sand fencing shall be constructed and installed at the Gulfward edge of the planting zones and where otherwise indicated in the Contract Drawings subsequent to authorization by the Department.

8.2 **Sand Fencing Warranty**. The Contractor shall warrant the erected sand fencing against deterioration and decay beyond that determined by the Department to be reasonable given the location and exposure of the work site for twelve (12) months following final acceptance of the work. Due consideration will be given by the Department for force majeure, including extreme storm events.

8.3 **Staking and Field Adjustments**. Prior to installation, the Contractor shall demonstrate the installation technique to be applied for installing the sand fencing and maintaining proper spacing, as defined in the Contract Drawings. At the option of the Department, the Contractor shall clearly mark those areas where abrupt transitions in the line of installation may occur. In those instances, 1 inch by 2 inch by 4 foot wood lathes with 20 inches of flagging ribbon shall be used. The Contractor shall track and remove all stakes installed as a part of this work.

8.4 **Pedestrian Access Lanes and Walkovers**. The boundaries of well-established pedestrian access routes through the dune vegetation and sand fencing, within the areas authorized for planting and fencing, shall be staked or flagged at the landward and seaward boundaries by the Contractor. Well-established footpaths shall be given a 10-ft no planting width. All walkovers shall be avoided by 15 ft to either side of the structure. The Department reserves the right to modify, or field-determine, the location and number of beach access through the dune vegetation and sand fencing. In this regard, the Department will attempt to address the preferences of property owners with respect to access location and size.

9.0 **SIGNAGE INSTALLATION**

9.1 **Signage**. Contractor shall install sign posts designating the new dune planting areas. Signs shall be constructed of 80-gage aluminum or better, shall be at least 12” x 12” in size, shall have a white reflective coating, and shall be printed in dark lettering (black, dark blue, or similar) with the text “PLEASE KEEP OFF DUNES - DUNE VEGETATION PROTECTED - FLORIDA STATUTE CH. 161” (to be specified in Work Plan). Two signs shall be installed on each post, to face landward and Gulfward, respectively. Signs shall be attached to the posts in a sturdy, workmanlike manner with stainless steel bolts, and nuts or tamper-proof stainless steel screws, with plastic washers. Posts shall be treated pine, 4 inches by 4 inches by eight feet in length. Posts shall be buried with at least three (3) ft embedment into the existing grade and shall be installed in a uniform fashion.

9.2 **Placement**. As depicted in the Contract Drawings, sign posts shall be placed at the dune crest along the highest part of the dune, in close proximity to and in full view of the footpaths or corridors where they are to be placed. Signs shall be oriented in the cross-shore direction so that one sign can be viewed from the beach looking landward, and the other sign can viewed from the footpaths looking Gulfward.

9.3 **Warranty**. Contractor shall warrant the erected sign posts against deterioration and decay beyond that determined by the Department to be reasonable given the location and exposure of the work site for twelve (12) months following final acceptance of the work. Due consideration will be given by the Department for force majeure, including extreme storm events.
10.0 REPORTING REQUIREMENTS

Contractor shall prepare a daily progress report for submittal by fax or electronic mail to the Department and/or the Department’s Representative. At least five (5) days prior to the commencement of work, the Contractor shall submit a draft report for review by the Department. At a minimum, the daily report shall include:

- The project name,
- the Contractor’s contact information,
- a description of the weather conditions for that day,
- a clear description of the alongshore limits of work for that day (e.g. referenced to baseline station numbers depicted in the Contract Drawings),
- the number of crew members present on the jobsite that day, including supervisors,
- a pay estimate of the number of plants installed that day,
- a cumulative estimate of the number of plants installed that day,
- the number of plant trays (‘flats’) used for installation that day, including an estimate of the number of missing cells within each flat, and
- a certification statement by the Contractor and the Contractor’s signature verifying the information submitted on each daily report.

The Department may require additional information after reviewing the draft report submittal.

11.0 ENVIRONMENTAL PROTECTION

11.1 General. The Contractor shall conduct his activities in a manner so as to minimize or avoid disturbance to existing environmental resources along the work area. The Contractor shall comply with all marine turtle and beach mouse protection requirements as specified by the permissions granted issued by the Florida Department of Environmental Protection Bureau of Beaches and Coastal Systems (FDEP BBCS, see Attachment J). The Contractor and all subcontractors are responsible for becoming intimately familiar with these requirements and their potential impacts on planting and irrigation. The regulations, requirements and conditions concerning sea turtles and other environmental resources are considered a part of the contract and shall be complied with by the Contractor and Subcontractor(s). All Contractor and Subcontractor(s) personnel involved in this project are to be made fully aware of the sea turtle protection and environmental permit requirements, and the measures that the Contractor will take to comply with these requirements.

11.2 Fuel Dispensing. The Contractor shall not dispense fuel on the dune or sand beach. Contractor shall take all reasonable precautions to prevent contamination of the ground with fuel. Should any spilling of fuel occur, the Contractor shall immediately recover the contaminated ground and dispose of it offsite at an approved facility.

11.3 Daily Surveys for Marine Turtle Nests. Beginning May 1, the Department shall conduct early-morning, daily surveys of the beach along the work area, prior to 9:00AM. The Contractor shall communicate with the designated turtle nest monitoring personnel each morning prior to commencing any vehicular activity on the beach to determine the location of any nests that were detected, if any. Contractor shall certify that such communication was made each day and shall note the results of that communication in the daily report. Throughout the construction period, if the Contractor finds an unmarked nest, the Contractor shall avoid the nest zone as identified below and shall contact the designated turtle nest monitoring personnel and the Department immediately. Nests that interfere with the Contractor’s uncompleted work shall not be relocated, and the Contractor shall be relieved of installing sand fencing and vegetation in the area described below. Nests that are discovered shall be clearly marked by the Department/turtle monitor with stakes and flagging that indicate a 3-ft radius surrounding the nest. The Contractor shall avoid all construction activity within a 10-ft distance of any and all marked nests.

11.4 Irrigation and/or Fertilization is not permitted within 10-ft of any marked nest, or upslope of any marked nest.

11.5 Lighting of the beach or work areas is not permitted.
11.6 **Beach Driving.** The Contractor is specifically advised that vehicle driving or parking on the beach is *not permitted*, excepting lightweight ATV-style vehicles with tires exerting pressures on the ground of 10 psi or less. Beach driving permits shall be obtained from the Santa Rosa Island Authority (SRIA, 1 Via de Luna, Pensacola Beach, FL) for each vehicle used on the beach by the Contractor. Permits shall be carried with every vehicle and shall be prominently displayed. The Contractor is advised that the beach along the work area is comprised of soft sand, and will require appropriate vehicle types. Operation of any vehicles on the beach shall be in accordance with Environmental Protection requirements and the requirements of Section 11.7.

11.7 All temporary alteration of the beach topography (e.g., tire ruts and other vehicles tracks) landward of the mean high water line, shall be filled or leveled to the natural beach profile by the end of the work day which was approved for vehicular access. No equipment or materials may be stored on the beach during turtle nesting season (May 1 through October 31).

12.0 **PUBLIC SAFETY & CONFLICTS WITH OTHER CONTRACTORS**

12.1 **Public Safety** – The Contractor shall protect the safety of the general public utilizing the beach during construction, as well as residents and guests recreating along the shoreline within and adjacent to the proposed installation areas. The Contractor shall direct to the Department all concerns or issues relating to potential conflicts between work activities and residents or beach-goers.

12.2 The Contractor is advised construction work by other contractors may be conducted at the same time. The Contractor shall direct to the Department all concerns or issues relating to potential conflicts between work activities of the contractors engaged by the Department at the work site.

13.0 **PROPERTY DAMAGE**

Damage to property caused by the Contractor’s fault or negligence in conducting the subject work shall be promptly repaired to pre-project conditions, acceptable to the Department, at no additional expense to the Department. In the event that the Contractor fails to undertake satisfactory reparations, the Department will undertake same, and deduct the reasonable cost of these repairs from the amount otherwise payable to the Contractor.

**SPECIFIC BID ITEMS**

**BID ITEM 1.0: MOBILIZATION**

(a) **General:** This item shall consist of furnishing the labor, material, and equipment necessary for all preparation activities needed to complete work on the project.

(b) **Scope:** The mobilization bid item shall include, but is not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site, and for the establishment of staging areas, temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by the specifications, the special provisions, State and local laws, regulations, and guidelines. A field office is not required for this project but may be established at the Contractor’s discretion at no additional cost to the Department. Work includes, but is not limited to, the installation of safety fencing to safely secure the staging and storage areas from the public. The costs of bonds and any required insurance and any other pre-construction expense such as preparation of work plans necessary for the start and completion of work, excluding the cost of construction materials, shall also be included in this item.

(c) **Payment:** This item shall be paid per contract unit price lump sum for Bid Item 1.0.

**BID ITEM 2.0: LAYOUT**

(a) **General:** In general, the work specified in this Section consists of supplying labor and materials to perform all work necessary specified under this Contract to be performed.
(b) **Work:** The Contractor shall lay out the locations of dune vegetation by acceptance section using stakes and/or flagging to indicate the locations of the seaward and landward vegetation limits at no greater than 300-ft. centers (closer at transitions) and at the alongshore endpoints of vegetation at walkovers, beach access lanes and the ends of each work zone.

(c) **Approval:** The layout shall be approved by the Department's representative before proceeding with the planting.

(d) **Payment:** Layout shall be paid upon completion, based on the individual lump sum prices within Bid Item 2.0.

**BID ITEM 3.0: SAND FENCING**

(a) **General:** This item shall consist of furnishing the labor, material, and equipment necessary for the installation of sand fencing as depicted on the plans in Attachment K.

(b) **Materials:** Sand Fence materials to be used by the Contractor on this project in those locations shown on the design plans include shall be as detailed on the construction plans in Attachment K.

(c) **Warranty:** The contractor shall warrant the erected sand fencing against deterioration and decay for a period of 12 months following final acceptance of the work.

(f) **Payment:** This item shall be paid based on the unit prices within Bid Item No. 3.0. Ten (10) percent of the payment shall be held as retainage until the warranty period is complete.

**BID ITEM 4.0: SIGNAGE**

(a) **General:** This item shall consist of furnishing the labor, material, and equipment necessary for the placement of informational signage on the Dunes.

(b) **Work:** The work includes the placement of the sign posts in the manner described in the Technical Specifications included in the Scope of Services. They shall be placed at the dune crest along the highest part of the dune at the places indicated on the plans and oriented as described in the technical specifications.

(c) **Warranty:** The contractor shall warrant the erected sand fencing against deterioration and decay for a period of 12 months following final acceptance of the work.

(d) **Payment:** This item shall be paid based on the individual unit prices within Bid Item 4.0. Invoices may be submitted monthly based on the completion of posted signage. Ten (10) percent of the payment shall be held as retainage until the warranty period is complete.

**BID ITEMS 5.0, 6.0 AND 7.0:**

(a) **General:** These items shall consist of furnishing the labor, material, and equipment necessary for the successful planting of the selected vegetation identified in the Technical Specifications.

(b) **Work:** The work specified under this section includes, but is not limited to, the provision of all materials, equipment, and manpower necessary to populate the planting zones with the species types, quality and quantity of vegetation described in the Technical Specifications and shown on the plans in Attachment K.

(c) **Planting Unit Source:** All planting units delivered under this bid must be limited to seeds and propagated plants collected from the Gulf Coast of Florida. Contractor will provide written documentation as to the source of planting units delivered under this bid. Documentation shall include collection permits or contracts from the State of Florida, the U.S. Department of Agriculture, or other comparable document preapproved by the Department. No bid will be accepted without proper documentation of plant source.

(d) **Irrigation & Fertilization:** The contractor shall be allowed to fertilize and irrigate new plantings in accordance with Attachment C, Technical Specifications, Section 6.0.
(e) **Warranty, Success Criteria, & Replanting:** All planting areas shall meet the success criteria, whole zone survival rate, and survival pattern as described in the Technical Specifications Section 7.0 in the Scope of Services. Any failure to meet the success criteria described therein shall require the contractor to replant the non-conforming units at no cost to the Department.

(f) **Payment:** This item shall be paid based on the individual unit prices set forth within Bid Item 5.0, 6.0 and 7.0. Invoices may be submitted monthly based on the substantial completion of individual acceptance areas, following the initial ten (10) day survival period. Ten (10) percent of the payment shall be held as retainage until the success rate is determined to be adequate.

**BID ITEM 8.0: STAKING AND FLAGGING ACCESS AREAS**

(a) **General:** The work specified under this section consists of the staking and flagging of beach access areas, pedestrian paths and dune crossovers in accordance with the plans and technical specifications in Attachment K.

(b) **Payment:** This item shall be paid based on the individual unit prices set forth within Bid Item 8.0. Invoices may be submitted monthly based upon the completion of staking and flagging of access areas, pedestrian paths and dune crossovers.

**BID ITEM 9.0: DEMOBILIZATION**

(a) **General:** The work specified under this section consists of the demobilization of construction activities, cleanup, repair of all areas impacted by the construction activities, removal of all waste materials, containers, staking and flagging used in boundary marking

(b) **Payment:** This item shall be paid per contract unit price lump sum for Bid Item No. 9.0.
ATTACHMENT D

BIDDER RESPONSE FORM

BIDDER QUALIFICATIONS

Bidder Name: __________________________________________

Address: _____________________________________________

Phone Number: _________________________________________

# Years of Continuous Operation*: __________________________

Month / Year to Month / Year

DEMONSTRATION OF ABILITY TO PLANT UP TO 500,000 DUNE PLANTS IN A TWO (2) MONTH PERIOD
(See Attachment B., Section B.28 Prior to Completing)

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Location and Brief Description of Project</th>
<th>Number and Type of Dune Plants Used in Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

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BID TABULATION

Bidder shall provide costs for each bid item in the table below. Failure to provide a cost for any item shall result in the bid being deemed non-responsive and therefore rejected.

Ten (10) percent of the payment for Bid Items 3.0, 4.0, 5.0, 6.0 and 7.0 shall be held as retainage during the warranty periods until it is confirmed that the planting success criteria and durability of the fencing and signage are met.

<table>
<thead>
<tr>
<th>Bid Item 1.0 Mobilization</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Unit</th>
<th>Bid Price</th>
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<tr>
<td>Mobilization</td>
<td>Each</td>
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TOTAL: Bid Item 1.0 – Mobilization $

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<tr>
<th>Bid Item 2.0 Layout</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Unit</th>
<th>Bid Price</th>
</tr>
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<tr>
<td>Part 2.1: Sta 0+00 (R-107+500') to Sta 47+50 (R-112+500')</td>
<td>Each</td>
<td>1</td>
<td>Lump Sum</td>
<td>$</td>
</tr>
<tr>
<td>Part 2.2: Sta 47+50 (R-112+320') to Sta 93 (R-117)</td>
<td>Each</td>
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<td>$</td>
</tr>
<tr>
<td>Part 2.3: Sta 93+00 (R-117) to Sta 141+50 (R-122+75')</td>
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</tr>
<tr>
<td>Part 2.4: Sta 141+50' (R-122+75') to Sta 191+00 (R-127)</td>
<td>Each</td>
<td>1</td>
<td>Lump Sum</td>
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</tr>
<tr>
<td>Part 2.5: Sta 191+00' (R-127) to Sta 249+50' (R-133+100')</td>
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<td>$</td>
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<tr>
<td>Part 2.6: Sta 249+50 (R-133+100') to Sta 310+00 (R-139+100')</td>
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<td>1</td>
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<td>$</td>
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<tr>
<td>Part 2.7: Sta 310+00 (R-139+280') to Sta 361+00 (R-144+180')</td>
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<td>1</td>
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<td>$</td>
</tr>
<tr>
<td>Part 2.8: Sta 361+00 (R-144+180') to Sta 429+00 (R-150+900')</td>
<td>Each</td>
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TOTAL: Bid Item 2.0 – Layout $

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<thead>
<tr>
<th>Bid Item 3.0 Sand Fencing</th>
<th>Unit</th>
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<th>Bid Unit</th>
<th>Bid Price</th>
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Total: Bid Item 3.0- Sand Fencing $

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<tr>
<th>Bid Item 4.0 Signage</th>
<th>Unit</th>
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<th>Bid Price</th>
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</tr>
<tr>
<td>Part 4.8: Sta 361+00 (R-144+180') to Sta 429+00 (R-150+900')</td>
<td>Each</td>
<td>14</td>
<td>each</td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL: Bid Item 4.0 – Signage $
<table>
<thead>
<tr>
<th>Bid Item 5.0</th>
<th>Sea Oats</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Unit</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 5.1: Sta 0+00 (R-107+500’) to Sta 47+50 (R-112+320’)</td>
<td>Each</td>
<td>47,757</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 5.2: Sta 47+50 (R-112+320’) to Sta 93+00 (R-117)</td>
<td>Each</td>
<td>50,289</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 5.3: : Sta 93+00 (R-117) to Sta 141+50’ (R-122+75’)</td>
<td>Each</td>
<td>61,460</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 5.4: Sta 141+50’ (R-122+75’) to Sta 191+00 (R-127)</td>
<td>Each</td>
<td>32,353</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 5.5: : Sta 191+00 (R-127) to Sta 249+50 (R-133+100’)</td>
<td>Each</td>
<td>39,112</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 5.6: Sta 249+50 (R-133+100’) to Sta 310+00 (R-139+280’)</td>
<td>Each</td>
<td>42,368</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 5.7: Sta 310+00 (R-139+280’) to Sta 661+00 (R-144+180’)</td>
<td>Each</td>
<td>46,106</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 5.8: Sta 361+00 (R-144+180’) to Sta 429+00 (R-150+900’)</td>
<td>Each</td>
<td>47,181</td>
<td>$/unit</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL: Bid Item 5.0 – Sea Oats</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Item 6.0</th>
<th>Panic Grass</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Unit</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 6.1: Sta 0+00 (R-107+500’) to Sta 47+50 (R-112+320’)</td>
<td>Each</td>
<td>10,689</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 6.2: Sta 47+50 (R-112+320’) to Sta 93+00 (R-117)</td>
<td>Each</td>
<td>12,572</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 6.3: Sta 93+00 (R-117) to Sta 141+50’ (R-122+75’)</td>
<td>Each</td>
<td>15,365</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 6.4: Sta 141+50’ (R-122+75’) to Sta 191+00 (R-127)</td>
<td>Each</td>
<td>8,088</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 6.5: Sta 191+00 (R-127) to Sta 249+50 (R-133+100’)</td>
<td>Each</td>
<td>9,778</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 6.6: Sta 249+50 (R-133+100’) to Sta 310+00 (R-139+280’)</td>
<td>Each</td>
<td>10,592</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 6.7: Sta 310+00 (R-139+280’) to Sta 661+00 (R-144+180’)</td>
<td>Each</td>
<td>11,526</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 6.8: Sta 361+00 (R-144+180’) to Sta 429+00 (R-150+900’)</td>
<td>Each</td>
<td>11,795</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL: Bid Item 6.0 – Panic Grass</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Item 7.0</th>
<th>Diversity Species</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Unit</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 7.1: Sta 0+00 (R-107+500’) to Sta 47+50 (R-112+320’)</td>
<td>Each</td>
<td>2,672</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 7.2: Sta 47+50 (R-112+320’) to Sta 93+00 (R-117)</td>
<td>Each</td>
<td>3,143</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 7.3: Sta 93+00 (R-117) to Sta 141+50’ (R-122+75’)</td>
<td>Each</td>
<td>3,841</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 7.4: Sta 141+50’ (R-122+75’) to Sta 191+00 (R-127)</td>
<td>Each</td>
<td>2,022</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 7.5: Sta 191+00 (R-127) to Sta 249+50 (R-133+100’)</td>
<td>Each</td>
<td>2,444</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 7.6: Sta 249+50 (R-133+100’) to Sta 310+00 (R-139+280’)</td>
<td>Each</td>
<td>2,648</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 7.7: Sta 310+00 (R-139+280’) to Sta 661+00 (R-144+180’)</td>
<td>Each</td>
<td>2,882</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Part 7.8: Sta 361+00 (R-144+180’) to Sta 429+00 (R-150+900’)</td>
<td>Each</td>
<td>2,949</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Total: Bid Item 7.0 - Diversity Species</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Item 8.0</th>
<th>Staking and Flagging Access Lanes</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Unit</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 8.0 Staking and Flagging Access Lanes</td>
<td>Each</td>
<td>139</td>
<td>$/each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Total: Bid Item 8.0- Staking and Flagging Access Lanes</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Item 9.0</th>
<th>Demobilization</th>
<th>Unit</th>
<th>Quantity</th>
<th>Bid Unit</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 9.0 Demobilization</td>
<td>Each</td>
<td>1</td>
<td>Lump Sum</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bid Item 9.0- Demobilization</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE:** The bidder shall total Bid Items 1 – 9 above to indicate total bid price. All items must be included in total below for the bid to be deemed responsive.

**GRAND TOTAL BID PRICE:** Pensacola Beach Dune Restoration PROJECT $
**DEP REFERENCES**

The DEP will review its records to identify any contracts the prospective bidder has undertaken during the previous five (5) years (executed on or after August 2007) with the DEP where the bidder was the primary contractor. The DEP will contact the DEP Contract Manager, if available, for two (2) contracts and/or purchase orders in order to complete the evaluation questionnaire provided in Attachment F.

**REFERENCES**

A list of a minimum of three (3) and up to five (5) separate and verifiable clients, other than the DEP, for work similar to that specified in this solicitation. The same client may not be listed for more than one (1) reference (for example, if the bidder has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). These references should be available to be contacted during normal working hours. The DEP will attempt to contact the two selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specific number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. The DEP will not attempt to correct incorrectly supplied information. References shall be listed on this Attachment. Do not list work performed for the DEP.

**Client #1**

<table>
<thead>
<tr>
<th>Client Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

Contact Person: __________________________________________ Phone #: (________)  
Project Term: ____________________________ to ____________________________  
Month / Year to Month / Year

Approximate Contract Value: $  
Brief description of the project: __________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
### Client #2

**Client Name:**

**Address:**

**Contact Person:**

**Phone #:** ( )

**Project Term:**

Month / Year to Month / Year

**Approximate Contract Value:** $ 

**Brief description of the project:**

---

### Client #3

**Client Name:**

**Address:**

**Contact Person:**

**Phone #:** ( )

**Project Term:**

Month / Year to Month / Year

**Approximate Contract Value:** $ 

**Brief description of the project:**

---
### Client #4

<table>
<thead>
<tr>
<th>Client Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Phone #:</td>
<td>(        )</td>
</tr>
<tr>
<td>Project Term:</td>
<td>Month / Year to Month / Year</td>
</tr>
<tr>
<td>Approximate Contract Value:</td>
<td>$</td>
</tr>
<tr>
<td>Brief description of the project:</td>
<td></td>
</tr>
</tbody>
</table>

### Client #5

<table>
<thead>
<tr>
<th>Client Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Phone #:</td>
<td>(        )</td>
</tr>
<tr>
<td>Project Term:</td>
<td>Month / Year to Month / Year</td>
</tr>
<tr>
<td>Approximate Contract Value:</td>
<td>$</td>
</tr>
<tr>
<td>Brief description of the project:</td>
<td></td>
</tr>
</tbody>
</table>

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
CERTIFICATION OF DRUG-FREE WORKPLACE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

______________________________________________
(Signature)

______________________________________________
(Type Name)

______________________________________________
(Firm Name)

______________________________________________
(Address)

______________________________________________
(City, State Zip)
ATTACHMENT F
EVALUATION OF PAST PERFORMANCE

Bidder’s Name

Bidder’s Reference Name

Person Interviewed

Interviewed By

Date of Interview

The following questions will be asked of the client reference chosen at the discretion of the DEP:

1. Briefly describe the work the contractor performed for your company.

2. How well did the contractor adhere to the agreed upon schedule?
   Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

3. How would you rate the contractor’s quality of work?
   Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

4. How would you rate the contractor’s use of adequate personnel in quantity, experience and profession?
   Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

5. How would you rate the contractor’s use of appropriate equipment and methods?
   Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

Score

Divided by 4

= Average Score

Reference’s Signature ___________________________________________ Date: __________________________
ATTACHMENT G

BID PACKAGE CHECKLIST

To ensure that your bid can be accepted, please be sure the following items are completed and enclosed:

1. _______ The DEP Solicitation Acknowledgement Form (Attachment A in the solicitation package) must be completed and signed. If a Respondent fails to submit a completed DEP Solicitation Acknowledgement Form with their bid, the DEP reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. The right shall be exercised when the Respondent has met all other requirements of the bid. Did you complete the following:
   a. Vendor Name;
   b. Vendor Mailing Address;
   c. City, State and Zip Code;
   d. Phone Number and Fax Number with Area Code;
   e. Email Address;
   f. FEID Number;
   g. Type of Business Entity (Corporation, LLC, Partnership, etc.);
   h. Sign Form (by individual authorized to bind company);
   i. Type Name of Signatory and Title; and
   j. Primary and Secondary Contract Information?

In the event that Respondents submit a proposal as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

2. _______ Bid Prices - Attachment D, Bidder Response Form. Prices must be listed for every item or the bid shall be deemed non-responsive and therefore rejected.

3. _______ Qualification Requirements - Complete appropriate area on Attachment D. See Attachment B, Section B.2.8. Be sure to include the company name, address, telephone number, and number of continuous years in operation. Bidder must also complete the chart to document the ability to complete a project of this size in a comparable time period.

4. _______ Work Plan in accordance with Attachment C, Scope of Services, Item 1.1 including at a minimum:
   a. Schedule of fieldwork activity, the species distribution, seed source, method of plant propagation, method of irrigation, the specific type and brand of hydrating gel and composition fertilizer to be used, work force and equipment to be used for fence installation and dune vegetation planting, and how this work force will be supervised, including the qualifications of the supervisor(s);
   b. Documentation of plant source;
   c. Detailed description of the planting scheme (per Attachment C, Scope of Services, Item 4.2.2); and
   d. Proposed signage specifications (in accordance with Attachment C, Scope of Services, Item 9.0, Signage Installation).

5. _______ Client References - (See Attachment B, B.28 and Attachment D).

6. _______ State Project Plan which addresses the following:
   A. Diversity
   B. Environmental Considerations
   C. Certification of Drug Free Workplace (Complete and sign Attachment E, if applicable)
   D. Use of Respect; and,
   E. Use of Pride.

This checklist (Attachment G) is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation.
ATTACHMENT H

PROPOSED CONTRACT LANGUAGE

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2013011C, a prospective contractor has agreed to accept the terms and conditions of the contract contained in this attachment. The DEP reserves the right to make modifications to this contract if it is deemed to be in the best interest of the DEP or the State of Florida.

DEP CONTRACT NO. __________

This Contract is made and entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the “Department,” and [Name of Entity], a [Type of Entity], whose address is [Entity Address], hereinafter referred to as the “Contractor,” to provide Pensacola Beach Dune Restoration Project (PBDRP) dune planting services.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to provide Pensacola Beach Dune Restoration Project (PBDRP) dune planting services as defined herein and as outlined in DEP Solicitation No. 2013011C and the Contractor’s response thereto, incorporated herein by reference, and in accordance with Exhibit* (See Attachment C of Solicitation No 2013011C), Scope of Services, attached hereto and made a part hereof. Any terms and conditions of the Contract which vary from those contained in the solicitation or the Contractor’s response thereto shall have precedence. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.

2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products, fuel or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.

3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

4. This Contract shall begin upon execution by both parties and remain in effect until June 30, 2014. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. This Contract shall not be renewed.

Planting work is anticipated to be complete before November 1, 2012. If planting cannot be completed by this date, then it shall be completed between March 1, 2013 and May 1, 2013. There shall be a 180 day warranty period on the viability of the plantings beginning upon the date that planting is completed and a twelve (12) month warranty period on the sand fencing and signage durability.

5. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fee schedule basis as specified in Exhibit**. Based on the rates set out in Exhibit**, the maximum amount of compensation during the term of this Contract shall not exceed $________.

6. The Contractor shall submit invoices to the Department on a monthly basis. Ten percent (10%) of each invoice for bid items 3.0, 4.0, 5.0, 6.0 and 7.0 shall be withheld until satisfactory completion of the respective warranty periods. All invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All travel and incidental expenses are included in the fee schedule amounts of this Contract. A final invoice must be submitted...
no later than thirty (30) days after the completion date of the Contract to ensure the availability of funding for final payment.

7. The State of Florida’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

8. The Contractor shall save and hold harmless and indemnify the State of Florida, the Department, and Escambia County against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act, or failure to act, by the Contractor, or any of the employees, agents or representatives of the Contractor to the extent allowed by law.

9. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 10.

10. Any and all notices shall be delivered to the parties at the following addresses:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Individual</td>
<td>Name of Individual (MS#___)</td>
</tr>
<tr>
<td>Organization Name</td>
<td>Division/District/Office Name</td>
</tr>
<tr>
<td>Address</td>
<td>Florida Department of Environmental Protection</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>City, State Zip Code</td>
</tr>
</tbody>
</table>

11. The Department’s Contract Manager is ______ (Name) ______ , ______ (Title) ______ , Phone ______ / ______ . The Contractor’s Contract Manager is ______ (Name) ______ , ______ (Title) ______ , Phone ______ / ______ . All matters shall be directed to the Contract Managers for appropriate action or disposition.

12. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State constitution and Section 119.07(1), Florida Statutes.

13. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

14. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

15. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
16. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

17. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

18. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

19. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

20. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post 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.

21. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.

22. The Contractor shall not subcontract, assign, or transfer any work under this Contract.

23. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, FL 33716-1826
Toll Free: 1-800-643-8459
Website: http://www.pride-enterprises.org
24. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
850-487-1471
Website: www.respectofflorida.org

25. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

26. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than $100,000 per occurrence and $300,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $300,000 combined single limit for bodily injury and property damage. The Contractor shall also maintain, during the life of the Contract, comprehensive watercraft liability coverage with limits of not less than $300,000 combined single limit. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator and shall reference the DEP Contract Number (RM__). The Certificate shall also name the Department and Escambia County as additional insured.

27. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require formal amendment to this Contract.

28. A. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

B. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term.

29. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of this Contract, the Contractor shall promptly notify the Department orally and shall, within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the Contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this contract may be extended, at the discretion of the Department, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the Department accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, fire, explosion, failure to receive timely necessary
governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically
enumerated herein or otherwise, which is not reasonably within the control of the Contractor. The Contractor is
responsible for the performance of all services issued under this Contract.

30. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity
crime may not perform work as a grantee, 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 36 months from the date of being placed on the
convicted vendor list.

31. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services
to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance
with all applicable federal, state and local health and safety rules and regulations.

32. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a
statewide e-procurement system. Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be
assessed a Transaction Fee of one percent (1%), which the vendor shall pay the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when
possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the
vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and
 corresponding payments, the vendor certifies their correctness. All such reports and payments shall be subject to
audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such
item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a
Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the vendor’s failure to
perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and
recovering reprocurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN
PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE
STATE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
33. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

CONTRACTOR’S NAME

By: __________________________________________
Title: ______________________________
Date: ______________________________

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: __________________________________________
Title: Director, Division of Recreation & Parks
Date: ______________________________

(AppCompany Name)
(AppCompany Address)
(City, State and Zip Code)

FEID No. ______________________________

DEP Contract Manager

DEP Contracts Administrator

Contractor’s Remittance Address: ______________________________
(AppAddress)
(City, State and Zip Code)

Approved as to form and legality: ______________________________

DEP Attorney

List of attachments/exhibits included as part of this Contract:

<table>
<thead>
<tr>
<th>Type</th>
<th>Letter/Number</th>
<th>Description (include number of pages)</th>
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</thead>
<tbody>
<tr>
<td>Exhibit</td>
<td>*</td>
<td>Scope of Services (See Attachment C of DEP Solicitation No. 2013011C)</td>
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<tr>
<td>Exhibit</td>
<td>**</td>
<td>Rate Schedule (See Attachment D of DEP Solicitation No. 2013011C)</td>
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As Respondent to DEP Solicitation No. 2013011C, I/we intend to utilize the following team in connection with this project: [In the spaces provided below, list the name of the respondent, the name of each intended subcontractor, and indicate the business category of each one listed.]

<table>
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<tr>
<th>BUSINESS CLASSIFICATION</th>
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LIST NAMES OF RESPONDENT(S)
I/WE HEREBY CERTIFY that, as Respondent to DEP Solicitation No. 2011003, that the information provided herein is true and correct.

_________________________________________                                                      ______________________________
Name of Respondent #1                                                                                                 Name of Respondent #2

_____________________________   __________                                                       ___________
Signature                                        Date

_____________________________   ________
Signature                                   Date

___________________________
Print Name/Title

Print Name/Title

***IMPORTANT***BOTH SECTIONS OF THIS FORM MUST BE COMPLETED AND SECTION B MUST BE DATED AND BEAR THE RESPONDENT’S SIGNATURE FOR THIS FORM TO BE DEEMED RESPONSIVE.

Please review to ensure all sections are complete and the form is acknowledged correctly.