



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

REQUEST FOR PROPOSAL

FWC 16/17-125

**SHREDDING OF AQUATIC VEGETATION AND
ASSOCIATED ORGANIC SEDIMENTS**

Procurement Manager

Ruth Heggen

Florida Fish & Wildlife Conservation Commission

Tallahassee Purchasing Office

2590 Executive Center Circle East, Suite 100

Tallahassee, Florida 32301

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
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**SHREDDING OF AQUATIC VEGETATION AND ASSOCIATED
ORGANIC SEDIMENTS**

RESPONDENT ACKNOWLEDGMENT FORM

Contractor Name: _____

Contractor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

I certify that this RFP response is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same professional services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this acknowledgement for the respondent. I further hereby affirm and attest that the company represented in the RFP response shall maintain the minimum requirements for experience and abilities including possession of any equipment and vehicles as specified herein throughout the life of any contract resulting from this solicitation.

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT RFP RESPONSE TO:

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, SUITE 100
2590 EXECUTIVE CENTER CIRCLE EAST
TALLAHASSEE, FLORIDA 32301**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 16/17-125

REQUEST FOR PROPOSAL CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	June 15, 2017	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for Questions	Must be received PRIOR to: June 26, 2017 @ 5:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Ruth Heggen, Procurement Manager 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301 OR EMAIL TO: ruth.heggen@myfwc.com
Anticipated date for Responses to Written Questions	June 30, 2017	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
SEALED RESPONSES DUE AND OPENED (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received PRIOR to: July 11, 2017 @ 2:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Evaluation Period	July 12, 2017 Through July 25, 2017	Florida Fish & Wildlife Conservation Commission
Anticipated Award Date	August 8, 2017	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

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

PURPOSE

The intent of this RFP is to obtain competitive proposals to conduct all aspects of shredding of floating and rooted vegetation or rooted vegetation, or woody plants and floating islands in Florida public lakes and navigable rivers per the specifications contained herein. **Multiple awards (1 primary and 1 secondary) are anticipated. No minimum amount of work is guaranteed under this RFP.**

Please note:

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

The terms "Commodities" and "Goods" are used interchangeably in the document.

RESPONSIVE

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

NON RESPONSIVE

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

RESPONSIBLE COMPANIES

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

REJECTION OF BIDS

The FWC reserves the right to reject any and all proposals and to waive any minor irregularity in the submissions received in response to this RFP. The FWC reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject proposals accordingly.

ESTIMATED BUDGET

The Commission has an estimated budget for this work over the term of the contract of \$10,000,000.00.

TERM

The Contract will be effective from the date of award to **April 30, 2022**.

Each project shall be completed by the Contractor as per the individual project Scope of Work by the Completion Date stated on the purchase order. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The FWC Contract Manager and the FWC's Project Manager, upon review of the extension request, will determine and approve whether the extension can be made.

RENEWAL

The Commission has the option to renew this Contract for three (3) one-year periods after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(2) and 287.057(3), Florida Statutes, each Contractor shall supply a price for each year that a contract may be renewed. Evaluation of proposals shall include consideration of the total cost of the contract, including the total cost for the possible renewal year, as submitted by the Contractor.

Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of this Contract, and is subject to the availability of funds. The Contractor, if it desires to exercise this renewal option, will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission.

TERMS AND CONDITIONS

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

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

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

The terms and conditions of **Attachment A, Purchase Order Terms and Conditions** are hereby incorporated into this solicitation (uploaded to the Vendor Bid System as a separate document). Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in **Attachment A**.

CONDITIONS AND SPECIFICATIONS

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

DEADLINE FOR QUESTIONS

Any questions from contractors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 3)**. Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the Respondent to confirm receipt of questions if needed.

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

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Ruth Heggen, Procurement Manager
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
E-mail: ruth.heggen@myfwc.com

LIMITATION ON CONTRACTOR CONTACT DURING SOLICITATION PERIOD

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 manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PROPOSAL OPENING LOCATION

The public opening of this RFP will be conducted as specified in the **Calendar of Events (Page 3)**, at the Florida Fish and Wildlife Conservation Commission, Tallahassee Purchasing Office, 2590 Executive Center Circle, Suite 100, Tallahassee, Florida, 32301. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the opening.

MAILING INSTRUCTIONS

The Contractor shall submit an original and six (6) separate electronic copies of their proposal in a SEALED ENVELOPE to the address listed on page two (2). THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: RFP NUMBER, DATE AND TIME OF THE

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

PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES, SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT IN ATTEMPTED DELIVERY PRIOR TO OPENING, OR AFTER CLOSING, AND THE COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.

Proposals received after the opening date and time shall be returned to the contractor. The Commission does not accept faxed or electronically mailed proposals, and if a faxed or electronic mailed proposal is received, it will be automatically rejected as non-responsive.

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory Form) – In order for a potential Respondent's proposal to be valid, the Respondent shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the Respondent hereby states that the Respondent has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Respondent will provide the FWC under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB B. References Form (Mandatory Form) –The Respondent shall complete and submit the References Form enclosed herein as **Attachment B**, to provide five references (three primary and two alternates) for shredding of aquatic vegetation and associated sediments projects completed. Current contact names, phone numbers, and email addresses shall be given. The References Form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected. The score will be based on the information supplied by three primary clients (Clients #4 and #5 will only be used as alternates if one or more of the primary references is not available or unable to provide a reference).

TAB C. Experience Form (Mandatory Form) –The Respondent shall complete and submit the Experience Form, enclosed herein as **Attachment C**, which shall include a list of Respondent's experience with a machine known as the "Cookie Cutter" or other similar floating tussock or floating island shredding machine (other than a harvester). The projects listed on this form must demonstrate a minimum of two (2) years of experience with a "Cookie Cutter" type machine. The Respondent shall provide a description of the services provided for each project and the duration of each project. The Experience Form shall be completed in its entirety, and returned as part of the RFP response, or the response shall be rejected.

TAB D. Qualifications and Experience – This section shall address the following:

1. Details on the qualifications of the firm, including a summary of the firm’s history, experience, and staffing resources with particular emphasis on floating tussock and floating island capabilities.
2. Indicate the availability of the firm and individuals proposed to provide the services. Identify the extent and nature of any anticipated subcontractor support.
3. Indicate the availability of the Respondent to quickly react and begin work.
4. For any intended subcontractors, identify the personnel and their experience and qualifications, as well as how work will be distributed. If the Respondent is a joint venture, identify how work will be apportioned between the joint venture members.
5. In an appendix to this section, the Respondent shall supply resumes showing the qualifications of the individual(s) who will perform the work, including experience in similar work, curriculum vitae, and relevant college, graduate or professional courses, licenses and certifications.

TAB E. Equipment - This section shall discuss the Respondent’s owned equipment and vehicles intended to be used under the contract resulting from this solicitation, which must, at a minimum, include shredders, trailers and support vehicles. Provide a thorough description of the operating capabilities of available equipment. The Respondent may also identify unique pieces of equipment, which could be used in accomplishing the activities described in the Scope of Services. For any such unique pieces of equipment, the Respondent shall submit a photograph and a detailed description of the manner in which the equipment operates, as well as a list of uses for which the Respondent has used this equipment to perform control operations.

The Commission reserves the right to add or delete equipment used to perform the services outlined in the Scope of Services. The Contractor shall submit rates in accordance with the rates established in this solicitation.

TAB F. Innovative Proposal - Of particular interest to the FWC are the Respondent’s methods for improving and streamlining floating tussock and floating island shredding operations. The Respondent should list innovative techniques, strategies, and novel uses of specialized equipment that would increase efficacy and cost effectiveness in shredding floating tussocks and floating islands.

TAB G. Cost Form (Mandatory Submission) – The Respondent shall complete and submit the enclosed Cost Form (**Attachment D**). The Respondent shall provide an hourly rate for the cost of the services/equipment requested in this solicitation. The hourly rate shall include, but not be limited to the costs for personnel, equipment (shredders, trailers, trucks, other support vehicles, etc.), mobilization and demobilization, travel and incidental expenses and any other costs necessary to perform the services to be utilized under the contract resulting from this solicitation. The Respondent shall not use this section as a supplement for providing additional technical information unless directly related to the cost or price of a service. All information and data provided shall be specific and complete to support the Respondent’s cost estimate. The Respondent’s schedule of prices should disclose all relevant cost and pricing data.

The Cost Form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected.

CONTRACTORS' INQUIRIES

If the RFP specifications could restrict potential Contractor competition, the Contractor may request in writing, to the Commission, that the specifications be changed prior to submission of the RFP. The Commission shall determine what changes to the RFP are acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the changes to this RFP, which shall be posted to the Vendor Bid System, internet site: http://vbs.dms.state.fl.us/vbs/main_menu. Said specifications shall be considered as the Commission's minimum mandatory requirements. Also, the Commission shall recognize only communications from Contractors, which are signed, by the Contractor and in writing as duly authorized expressions on behalf of the Contractor.

FWC CONTRACT MANAGER

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

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

SELECTION AND EVALUATION OF PROPOSALS

A committee composed of at least three (3) representatives of the Commission who have experience and knowledge of the required services and/or commodities required, shall independently evaluate and score each of the proposals. The evaluation shall include the overall response to the RFP and the requirements defined in the RFP evaluation criteria.

Failure of the vendor to provide any of the information required in their RFP response should result in a score of zero (0) for that element of the evaluation.

Each evaluator's total score for each Proposal is to be added and averaged among the other evaluators to determine the final score for each Proposal. The proposal with the **highest average score** shall be awarded the contract.

EVALUATION CRITERIA

A. General

1. The Commission reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.

3. The Commission may waive minor irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other respondents.

B. Scoring

Up to 100 points shall be awarded based on the categories outlined below.

1. References – Total 15 Point Value (5 points per reference for three references)
Past performance will be scored based on answers to a standard group of questions (**Attachment E**) received from three (3) of the Respondent's references, as described in the Evaluation Questionnaire for Past Performance. The score will be based on the information supplied by three primary clients (Clients #4 and #5 will only be used as alternates if one or more of the primary references is not available or unable to provide a reference). The FWC will attempt to contact the reference by phone up to a maximum of four (4) times. In the event that the contact person for a client cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference. The FWC will not attempt to correct incorrectly supplied information.
2. Qualifications and Experience – Total 27 Point Value
Respondent's qualifications and experience in the shredding of aquatic vegetation and associated organic sediments.
3. Equipment – Total 28 Point Value
Respondent's owned equipment and vehicles intended to be used under the contract.
4. Innovative Proposal – Total 10 Point Value
Respondent's innovative techniques, strategies, and novel uses of specialized equipment that would increase efficacy and cost effectiveness
5. Price – Total 20 Point Value

C. Evaluation

1. Each evaluation member independently evaluates each proposal and records their ratings on a score sheet. Note: Evaluator independently assigns the score based on their own judgment. Failure of the vendor to provide any of the information required in their RFP response should result in a score of zero (0) for that element of the evaluation.
2. Past performance will be scored based on answers to a standard group of questions (**Attachment E**) received from three (3) of the Respondent's references, as described in the Evaluation Questionnaire for Past Performance. The score will be based on the information supplied by three primary clients (Clients #4 and #5 will only be used as alternates if one or more of the primary references is not available or unable to provide a reference). The FWC will attempt to contact the reference by phone up to a maximum of four (4) times. In the event that the contact person for a client cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference. The FWC will not attempt to correct incorrectly supplied information.

3. The Respondent submitting the lowest cost will receive the maximum points for the cost element of the evaluation. The other respondent's scores will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent.

Note: The following cost formula will be used to determine the number of points for the cost element of the evaluation:

$$\text{Cost Factor} = a/n \times (b) = c$$

Where:

a - Lowest proposed cost

n - Proposed cost for Respondent under review

b - Number of maximum points awarded for lowest proposal

c - Score awarded to next lowest cost

ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Contractor's capabilities to satisfy the requirements of this RFP. Elaborate binding, colored displays, and promotional materials are not required; however, examples of services provided may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Respondents follow the format and instructions contained herein. All costs associated with preparing a response to this RFP is the sole responsibility of the Respondent.

POSTING OF PROPOSAL TABULATION

Proposal Tabulation, with recommended awards, will be posted for review by interested parties on the Vendor Bid System (VBS) web site and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any Respondent who desires to protest the recommended award must file a notice of protest and formal protest with FWC Purchasing Office, 2590 Executive Center Circle, Suite 100, Tallahassee, Florida 32301, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code. Notices delivered by hand delivery or delivery service shall be to FWC Purchasing Office at the above address.

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 frame allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Written notices, formal protests and proceedings must conform to the requirements set forth in Chapter 28-110, Florida Administrative Code.

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

CONTRACT

This RFP, any Purchase Order, and the successful Respondent's response to this RFP shall form the Contract between the parties. In the event there is any disagreement between the

documents, the parties shall refer first to the Request for Proposals, then to the Purchase Order, then to Contractor's response to the RFP. The Commission reserves the right to revise the Purchase Order as necessary to meet the requirements of this RFP. Any alterations, variations, changes, modifications or waivers of provisions of the Contract as a whole shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, unless otherwise provided herein.

VERBAL INSTRUCTION PROCEDURE

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

ADDENDUMS

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

NOTICE TO PROCEED

The successful respondent shall not initiate work under this Contract until the required Insurance has been received by the Commission. The Contractor may begin work once it has received an official written Notice to Proceed from the Contract Manager.

DELIVERABLES

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

- 1) Performance of all services set forth in the Scope of Work.
- 2) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

Contractor Performance. The Contractor shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects totally perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Contractor. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including

potential termination of this Contract in the event Contractor's ability to perform under this Contract becomes compromised.

Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report. Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488-6551 will assist with questions and answers.

Contractor Responsibilities. Contractor agrees that 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 Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order Contract and/or Amendments by the completion date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, in an amount of \$100.00 per calendar day. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

FINANCIAL CONSEQUENCES

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

Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

PERMITTING

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

INSURANCE REQUIREMENTS

Reasonably Associated Insurance. During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Workers Compensation. To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

General Liability Insurance. By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Insurance Required for Performance. During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.

Written Verification of Insurance. Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the effective date of the Task Assignment,

Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and can be faxed to (850) 922-8060.

Commission Not Responsible for Insurance Deductible. The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

DAMAGES TO STATE PROPERTY

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

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

SUBCONTRACTS

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document provided to the Commission at least 30 days prior to the start of any work under this Contract. The Commission may adjust the 30 day requirement at its discretion. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

Commission Right to Reject Subcontractor Employees. The Commission shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

Subcontractor as Independent Contractor. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

TERMINATION

Commission Termination for Convenience. The Purchase Order may be terminated by the Commission in whole or in part at any time in the best interest of the Commission. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Commission and shall be turned over promptly by the Contractor.

Termination. Cause. If the Commission determines that the performance of the Contractor is not satisfactory, the Commission shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Commission.

Termination. Funds Unavailability. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

Termination. Other. The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance 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 for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

Contractor Discontinuation of Activities upon Termination Notice. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

FAMILIARITY AND COMPLIANCE WITH LAWS

The Contractor is required to be familiar and comply with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility. Violation of such laws shall be grounds for Contract termination.

ELIGIBILITY AND LICENSURE

The Respondent shall be licensed as necessary to perform under this contract as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible Respondent, and that the Contractor shall comport with Chapter 287, F.S., chapter 60 A of Florida Administrative Code, and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

RELATIONSHIP OF THE PARTIES

Independent Contractor. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

Contractor Training Qualifications. Contractor agrees that 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.

Commission Security. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

Commission Rights to Undertake or Award Supplemental Contracts. Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

PROHIBITION OF UNAUTHORIZED ALIENS

In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

EMPLOYMENT ELIGIBILITY VERIFICATION

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

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

NON-DISCRIMINATION

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

Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Notice of Conviction of Public Entity Crime. Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

INDEMNIFICATION

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, 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 the Commission, 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 Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

Contractor Federal Certification. In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor

shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

COMMITMENT OF FUNDS

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

PAYMENT OF FUNDS

The Commission shall pay the Contractor for satisfactory goods or services upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. An original invoice and supporting documentation shall be submitted to the Commission. The Commission shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Accounting Office.

Electronic Funds Transfer (EFT)

The State of Florida can deposit contractor payments directly into your bank account. Contractors can register for EFT at

http://www.myfloridacfo.com/aadir/directdeposit_web/Vendors.htm.

Note: Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

Automated Clearing House (ACH)

To make transaction fee payments, contractors can register for debit ACH by downloading the form from

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors.

Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. *Note:* Registering for ACH can take up to 14 days.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-3323 or Purchasing Office at (850) 488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for

contractors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 413-5516.

MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

In accordance with Rule 60A-1.030 of the Florida Administrative Code (F.A.C.), each Contractor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MFMP system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MFMP website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MFMP Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a bid, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such bid, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/>.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16) F.S., other State of Florida agencies may purchase from the resulting contract of this Invitation to Bid, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

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

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

- A. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

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- B. If the Contractor meets the definition of “Contractor” in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399.**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
 - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

COOPERATION WITH INSPECTOR GENERAL

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

RECORD KEEPING REQUIREMENTS

Contractor Responsibilities. The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

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

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets, or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for five (5) years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

INTELLECTUAL PROPERTY RIGHTS

Contractor's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the Contractor's

preexisting property will remain with the Contractor. If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., and neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor. If Contractor is not a state agency or subdivision as defined above, Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.

Proceeds Related to Intellectual Property Rights. Proceeds derived from the sale, licensing, marketing, or other authorization related to any intellectual property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable state statute.

Commission Intellectual Property Rights. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

CONFIDENTIALITY/PUBLIC RECORDS LAW

Respondents are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Respondent believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Respondent shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or thirty (30) days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Respondent of all public records requests received related to documents provided by the Respondent that were marked pursuant to this paragraph. In no event shall the Respondent hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete

compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

PROHIBITION AGAINST LOBBYING

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

SEVERABILITY AND CHOICE OF VENUE

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 in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

**FWC 16/17-125
SCOPE OF WORK**

Mechanical Removal of Aquatic Plants and Associated Organic Sediments

1. Overview

The intent of this RFP is to obtain competitive proposals to conduct all aspects of shredding of floating and rooted vegetation or rooted vegetation, or woody plants and floating islands in Florida public lakes and navigable rivers per the specifications contained herein. **No minimum amount of work is guaranteed under this RFP.**

2.0 General Specifications

- 2.1 Floating mats of herbaceous or woody plants, called tussocks, or masses of floating sediments and vegetation, called floating islands, drifting freely in public lakes and rivers impede access, navigation, and water flow, jam against bridges or flood control structures, or impact valuable fish and wildlife habitat. In many cases, harvesting tussocks and floating islands and removing the material from the water body is impracticable or impossible. Shredding of these plant communities is often the only option for control.
- 2.2 The work to be performed under this Request for Proposals (RFP) consists of the selected contractor (Contractor) furnishing all labor and equipment to shred floating or rooted vegetation, or woody plants and floating islands. Tussocks may be comprised of herbaceous or woody plants with little to no suspended or associated organic sediments. Floating islands in Florida waters are comprised of fibrous peat or much that ranges in thickness from a half-foot up to four feet thick. Overlying vegetation can range from herbaceous aquatic or wetland plants to trees up to eight inches in diameter and 50 or more feet tall. While historically as many as 100 acres of tussocks and floating islands used to be controlled in Florida public waters during a given year, more than 5,000 acres of these floating masses were mechanically controlled during State Fiscal Year 2004-2005.
- 2.3 The Contractor shall furnish a machine known as a “cookie cutter” or similar barge-mounted, rotating blade cutting technology that has been demonstrated to be cost-effective in chopping or shredding tussocks and floating islands finely enough so that the majority of the shred vegetation or sediments sink to the bottom and regeneration from cut plants is slow, or does not occur. Machinery furnished by the Contractor must be capable of operating in static or flowing water. Machinery must be capable of operating at maximum efficiency in shallow shoreline waters and beneath obstructions such as tree limbs and bridges.
- 2.4 Under emergency situations, the Contractor’s shredding machinery may be needed for 24 hours per day operation periods of several weeks to several months.
- 2.5 The work shall be performed under the supervision of an FWC Biologist, who may be on the worksite at any time. The FWC Biologist, who will serve as the FWC’s Project Manager, shall also be responsible for inspecting and approving all work. The FWC Project Manager has thirty (30) days to review, inspect and accept the Contractor’s work effort.
- 2.6 The executed contract shall represent an aquatic plant control permit under the rules of Chapter 68F-20, Florida Administrative Code (F.A.C.) – Aquatic Plant Control Permits.

- 2.7 The FWC reserves the right to require the Contractor to replace any operating personnel or any of the equipment used in the performance of this Contract, if in the opinion of the FWC, the said operating personnel or equipment has/have violated any rules requiring permits or other laws, or if any equipment used herein is, in the FWC's opinion, unsafe or unsatisfactory, or for any other valid reason at the sole discretion of the FWC. In the event of such finding, the Contractor shall immediately, upon written or verbal notice (to be later reduced to writing) from the FWC, provide replacement personnel/equipment satisfactory to the FWC, at no additional cost to the FWC and with no allowance for extension of time.

3.0 Assignment of Work

- 3.1 When the FWC determines that tussock or floating island shredding is needed, the FWC will contact the Primary Contractor to determine availability to commence work within the next five (5) days. The Primary Contractor must respond to the FWC within twenty-four (24) hours of being contacted by the FWC to confirm availability and commence shredding within the five (5) days after being contacted by the FWC.
- 3.2 If the Primary Contractor is unavailable to commence work within the five (5) day period, or if the Primary Contractor does not respond within the twenty-four (24) hour period, then FWC may contact the Secondary Contractor (using the steps above) for shredding services for that specific project.
- 3.3 When it is determined that control is needed, the FWC will notify the Contractor (as outlined above) to commence operations utilizing a Task Assignment Notification Form. The Contractor is guaranteed an eight (8) hour minimum for each time the Contractor is called to mobilize. The Contractor must commence operations within the time specified in each Task Assignment. All work shall be conducted between Monday and Friday unless otherwise approved in advance by the FWC. No work shall be conducted on state observed holidays unless otherwise approved in advance by the FWC. The Contractor's workweek shall not exceed forty (40) hours unless approved in advance by the FWC.

4.0 Obligations of the FWC

The FWC agrees to be responsible for the following.

- 4.1 The FWC shall instruct the Contractor on the areas and obstructions to be managed and provide the Contractor with maps, directions, or other information to locate control areas.
- 4.2 The FWC can assist in locating launch sites for the Contractor's equipment as close as possible to the various control areas.
- 4.3 The FWC shall coordinate work assignments with the Contractor utilizing the FWC Project Manager.
- 4.4 The FWC reserves the right to modify work plans as needed.

5.0 Obligations of the Contractor

The Contractor shall be responsible for the following:

- 5.1 The Contractor shall perform work as requested by the FWC and in accordance with the specifications herein.

- 5.2 The Contractor shall perform all work in accordance with the Rules of Chapters 68F-54 and 68F-20, F.A.C.
- 5.3 The Contractor is responsible for obtaining any additional permits or authorizations required for the activity.
- 5.4 The Contractor shall provide all labor and equipment necessary to meet the specification provided herein. All operations shall be subject to inspection by the FWC to determine that work is accomplished as planned and the results obtained are satisfactory to the FWC. Failure by the FWC to inspect within sixty (60) days after completion of work shall constitute satisfactory performance. Failure to object, in writing within sixty (60) days after the inspection shall also constitute satisfactory performance.
- 5.5 The Contractor shall provide the FWC Project Manager, at the end of each work period, with a completed Report of Operation form (known as Form 454) (**Exhibit D**), that contains the following information:
- total number of acres and types of aquatic plants shredded;
 - total hours of operating time;
 - total hours of lay time;
 - total hours of adverse weather lost time; and
 - any other information required by the Report of Operation Form or the Commission (Form 454).
- 5.6 The Contractor shall furnish, at a minimum, the following equipment:
1. Transport truck(s) with control machinery and trailer to be of sufficient size to carry supplies for the work period, and safely haul the crew and control machinery. The truck(s), control machinery and trailer(s) shall be furnished and fully operational including spare parts, fuel, lubricants, and other supplies normally required for operation.
 2. Any equipment necessary to launch and retrieve the control machinery at designated launch sites.
 3. Firefighting equipment specialized for extinguishing gasoline and oil fires.
 4. First aid supplies and materials for treating burns, broken bones, abrasions, and lacerations.
 5. Cell phone or other communications equipment approved by the FWC to stay in communications with the FWC while at the control site.
 6. Boats to transport personnel to and from control machinery and/or to push tussocks and/or floating islands to a more desirable location to cut and shred.

6.0 Time Eligible and Ineligible for Reimbursement:

Eligible crew operating time is the actual time the crew spends during the workday performing tussock or floating island shredding operations in accordance with the Scope of Services. Eligible crew operating time does not include: travel time from the Contractor's office

or place of lodging to the designated work site, crew time for lunch and break periods, down time for equipment repair or for other crew time delays that may occur that halt operations. An operational hour meter that runs in tandem with engine of the control machinery, and only when the engine is running, will be used to determine cost on a “cost per hour” basis. Periodic inspections shall be performed by the FWC Project Manager, or another FWC Biologist. Any control machinery found to have a non-compliant hour meter must be removed and replaced immediately.

8.0 Invoicing

The Contractor is responsible for submitting complete and accurate invoices that includes:

- An invoice on company letterhead;
- sequential invoice number;
- FWC Contract Number;
- Task Assignment Number;
- date of invoice;
- dates of service;
- description of work (from Task Assignment); and,
- amount billed.

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EXHIBIT I

Aquatic Plant Control Program, Report of Operations									
Water Body Name _____									
Vegetation Type _____ Date _____ through _____ Year _____									
Equipt. Use	Item		Rate \$	Mon	Tue	Wed	Thurs	Fri	TOTAL \$
Crew Time									
Per Diem									
Other									
Time Distrib.	Effective Time								
	Travel Time Vehicle								
	Travel Time Plant								
	Lost Time Weather (Explain)								
	Minor Repairs (Explain)								
	Major Repairs (Explain)								
	Other Duties / Miscellaneous								
	Holiday or Leave								
	Survey/Inspection								
	Removing Obstructions								
	Preparation								
	TOTAL TIME IN PERIOD								
Herbicide / Adjuvant			Cost \$	Amount Used - Gallons or Pounds					TOTAL \$
Herbicide Diluent & Rate Per Acre								Total Acres	
Acres Controlled									
Daily Activities, Wind Speed, Etc.	Monday	Tuesday	Wednesday	Thursday	Friday				
Comments, Explanations, Etc.						SUMMARY OF COSTS			
						Contractual Services _____			
						Equipment _____			
						Salaries _____			
						Fringe Ben _____			
						Total Sal. & Fr. Ben. _____			
						Chemical _____			
Indirect (____%) _____									
Other _____									
Submitted:						Approved:			
						GRAND TOTAL:			

ATTACHMENT B
FWC 16/17-125
REFERENCES FORM

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent must provide the required information for five (5) separate and verifiable clients. **Do not list more than one project completed for the Commission.** Information on each client must be provided on this Attachment. Any information not submitted on this Attachment shall not be considered. References 4 and 5 will be used as alternates in the event that any of the first 3 clients cannot be reached.

The same client may not be listed for more than two (2) reference (for example, if the respondent has completed a project for the Florida Park Service – District One and a project for the Florida Park Service – District Two, only one of the projects may be listed because the client, state parks, is the same).

Clients that the Respondent has provided having any affiliation with the Respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance references under this solicitation. Also, clients that the Respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

In the event of a company name change, or individual name change since the time work was performed for a listed reference, the name under which the respondent operated at the time that the work was performed must be given at the end of the project description for that reference.

In the event that the Respondent submits a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains five (5).

Client #1

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

Project Dates (when
work was performed): _____ to _____
Dates should be in MM/YYYY format.

Specific Location of Project: _____

Brief description of services performed for this project:

Client #2

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

Project Dates (when
work was performed): _____ to _____
Dates should be in MM/YYYY format.

Specific Location of Project: _____

Brief description of services performed for this project:

Client #3

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

Project Dates (when work was performed): _____ to _____
Dates should be in MM/YYYY format.

Specific Location of Project: _____

Brief description of services performed for this project:

Client #4 (Alternate)

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

Project Dates (when
work was performed): _____ to _____

Dates should be in MM/YYYY format.

Specific Location of Project: _____

Brief description of services performed for this project:

Client #5 (Alternate)

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

Project Dates (when
work was performed): _____ to _____

Dates should be in MM/YYYY format.

Specific Location of Project: _____

Brief description of services performed for this project:

**ATTACHMENT C
FWC 16/17-125
EXPERIENCE FORM**

The Respondent shall list experience with a machine known as the “Cookie Cutter” or other similar floating tussock or floating island shredding machine (other than a harvester). The projects listed on this form must demonstrate a minimum of two (2) years of experience with a “Cookie Cutter” type machine. The Respondent shall provide a description of the services provided for each project and the duration of each project.

	List, in chronological order, Projects Completed using a “Cookie Cutter” or similar shredding machine (<u>other than a harvester</u>).	Description of Services Provided for the Project	Project Dates (Duration)
1			
2			
3			
4			

5			
6			
7			
8			
9			
10			

**ATTACHMENT D
FWC 16/17-125
COST FORM**

The Respondent shall provide an hourly rate to provide the services requested in this solicitation. The hourly rate shall include, but not be limited to the costs for personnel, equipment (shredders, trailers, trucks, other support vehicles, etc.), mobilization and demobilization, travel and incidental expenses and any other costs necessary to perform the services to be utilized under the contract resulting from this solicitation.

Pursuant to Sections 287.057(2) and 287.057(3), Florida Statutes, each Respondent shall supply a price for each year that a contract may be renewed. Evaluation of proposals shall include consideration of the total cost of the contract, including the total cost for each possible renewal year, as submitted by the Respondent.

- A. **PRICE PER HOUR FOR SHREDDING
FOR THE ORIGINAL CONTRACT TERM
(Through April 30, 2022)** \$ _____

- B. **PRICE PER HOUR FOR SHREDDING
FOR 1st RENEWAL PERIOD (YEAR 6):** \$ _____

- C. **PRICE PER HOUR FOR SHREDDING
FOR 2nd RENEWAL PERIOD (YEAR 7):** \$ _____

- D. **PRICE PER HOUR FOR SHREDDING
FOR 3rd RENEWAL PERIOD (YEAR 8):** \$ _____

- TOTAL COST FOR COST COMPARISONS
(ADD A+B+C+D):** \$ _____

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BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE SOLICITATION AND AGREE TO FURNISH THE SERVICES AT THE PRICE QUOTED ABOVE. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG RESPONDENTS IN RESTRAINT OF FREEDOM OF COMPETITION.

Contractor _____

Address _____

Signed _____

Print: _____

Title: _____

City/State/Zip: _____

Telephone: _____

Email Address: _____

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ATTACHMENT E
FWC 16/17-125
EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE
SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions for Commission representative:

1. For each proposal under the RFP, contact three (3) clients.
2. Attempt to contact each reference by phone, up to three (3) times only.
3. Complete all calls within five (5) working days of receipt of proposals (Note: more time may be allotted contingent upon the number of proposals received).
4. Ask each reference the same questions listed below and score appropriately. If the Client cannot confirm the services provided by the contractor, do not use that Client as a reference and contact the alternate Clients.
5. If reference information cannot be obtained from one or more of the first three references (Client #1-3) after the specified number of calls, contact the first alternate (Client #4). If reference information cannot be obtained from Client #4 after the specified number of calls, contact the second alternate (Client #5).
6. Do not obtain another reference as a replacement for Clients #1-5. If reference information cannot be obtained after the specified number of calls, insert a total score of '0' for the number of Clients required to total three (3) references.
7. Upon completion, return all questionnaires to the designated Procurement Manager.

Respondent's Name: _____	
Client's Name (Area and Agency for Whom Services were Provided): _____	
Contact Person: _____	
Telephone Number: _____	
Date of Contact: _____	
Confirm the project information is correct with the Client (provide brief description of work done):	
1. Overall, did the Contractor adhere to the agreed upon schedule?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
2. Was the work completed at a cost that you consider reasonable?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
3. Did the Contractor provide an adequate number of personnel/equipment to meet project timelines?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____

4. Did the Contractor employ a crew supervisor and crew knowledgeable of project requirements?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
5. Did the Contractor provide sufficient and well-maintained equipment to meet project specifications?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
6. Was the Contractor responsive to suggestions and comments to better meet project specifications or improve Contractor performance and, if corrections were required, did the Contractor take appropriate corrective action and in a timely manner?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
7. Did the Contractor keep you adequately informed and coordinate through periodic reports, phone calls or other methods?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
8. Did the Contractor work in a systematic organized manner?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
9. Were the project specifications met with minimal Project Manager oversight (did Project Manager need to stay on top of Contractor to keep project moving forward)?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
10. Were the Contractor's invoices accurate, well documented, and submitted within the specified terms?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____

Questionnaire completed by (signature): _____ Date: _____

For Use By Procurement Only.

The following score was completed by (signature): _____

Maximum points available for all questions:
5 Points per reference (Total Points divided by 6)

Total score for this Respondent: _____

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