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resources for their long-term  
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of people.*

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DATE: FEBRUARY 22, 2018

ADDENDUM NO.: 3

BID NO.: FWC 17/18-98

BID TITLE: POST HURRICANE IRMA DERELICT TRAP  
RETRIEVAL AND DEBRIS REMOVAL IN THE  
FLORIDA KEYS

UPDATE: CHANGES / QUESTIONS & ANSWERS

The enclosed addendum has been issued for consideration in the preparation of your response to the Florida Fish and Wildlife Conservation Commission's (FWC) Solicitation No. FWC 17/18-98 "Invitation to Bid (ITB) for Post Hurricane Irma Derelict Trap Retrieval and Debris Removal in the Florida Keys."

**All responses to the subject solicitation must be received no later than 2:00 P.M. (ET) on Tuesday, March 6, 2018.** A response received after the exact time specified will not be considered. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (F.S.). Written notices, formal requests and proceedings must conform with the requirements set forth in Chapter 28-110, Florida Administrative Code (F.A.C.). Protests must be filed with the Purchasing Office, Fish and Wildlife Conservation Commission, Suite 100, 2590 Executive Center Circle, Tallahassee, Florida 32301 within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

Sincerely,

*Ruth Heggen*

Ruth Heggen  
FWC Procurement Manager

### ADDENDUM NO. 3

#### **Item #1: Revision to Purpose**

The Purpose section is hereby revised to read as follows:

Purpose: The intent of this bid is to obtain competitive pricing to retrieve derelict traps and trap debris from State waters in the Florida Keys (Monroe County), for up to three (3) weeks during the open season, per the specifications contained herein. Only responsive and responsible contractors will be considered for award of this Invitation to Bid (ITB).

#### **Item #2: Revised Scope of Work**

The Scope of Work is hereby deleted and replaced with the Revised Scope of Work, attached hereto and made a part of the solicitation.

#### **Item #3: Revised Price Sheet**

The Price Sheet (Attachment C) is hereby deleted and replaced with the Revised Price Sheet (Attachment C-1), attached hereto and made a part of the solicitation.

#### **Item #4: Questions and Answers**

Question #1: Are there any previous tabulations for bid FWC 17/18-98?

Answer #1: No.

Question #2: Would we need a GC license in Florida in order to Bid for this project?

Answer #2: No.

**END OF ADDENDUM NO. 3**

FWC 17/18-98  
REVISED SCOPE OF WORK

**POST-HURRICANE IRMA DERELICT TRAP RETRIEVAL AND  
DEBRIS REMOVAL IN THE FLORIDA KEYS (MONROE COUNTY)**

**I. INTRODUCTION**

Rule 68B-55.004(2), Florida Administrative Code (F.A.C.), authorizes the Commission to retrieve derelict spiny lobster, stone crab, and blue crab traps, at any time during the open season deemed appropriate by the Commission. Trap retrieval activities shall be conducted pursuant to Rule 68B-55, F.A.C. Retrieval activities shall commence after issuance of the Purchase Order and within 30 days following submittal of the final detailed schedule (see item II.3. below). There is an estimated budget of approximately \$132,892.00 and is the total for all applicable regions. This funding will not be divided equally among each region to perform trap retrieval pursuant to this contract. The availability of this estimated budget is contingent upon an appropriation by the National Fish and Wildlife Foundation.

This work is expected to take +/- 3 weeks (up to 30 trips total) and will focus on coastal and inland areas, mangroves, seagrass beds, and areas where derelict traps may become hazards to navigation.

**II. CONTRACTOR RESPONSIBILITIES**

The Contractor shall conduct trap retrieval within 45 days following issuance of the Purchase Order. The following project services and operational procedures shall apply:

1. The Contractor shall administer and implement the Post-Hurricane Irma Derelict Trap Retrieval and Debris Removal Program and shall provide all labor and materials necessary to retrieve traps from state waters and adjacent federal waters. The Contractor shall perform services within one or more of the following regions (Table 1).

***Table 1. Trap Retrieval Regions.***

<b>Region</b>	<b>Defined as:</b>
1	Gulf of Mexico waters of Monroe County, north of 25° 2.00' N latitude
2	Dade and Monroe Counties (Gulf of Mexico waters of Monroe County south of 25° 2.00' N latitude and east of 81° 56.00' W longitude, and all waters of the Atlantic Ocean east of 81° 56.00' W longitude within Monroe and Dade Counties)
3	Monroe County waters west of 81° 56.00' W longitude (Marquesas Keys)

2. **The Contractor shall propose a tentative schedule to conduct trap retrieval, by region, and this information must be submitted with bid.** This tentative schedule shall include a potential timeline for trap retrieval to be conducted during the authorized trap retrieval period for each region for which a bid is made. This schedule must show that the Contractor is able to conduct trap retrieval activities and that the Contractor has sufficient staff within the entire area covered by the region for which the bid is made. The Commission has the right to reject a bid if a Bidder fails to provide this information with bid submittal, or if determined by the Commission that a Bidder does not have adequate and/or sufficient staff to perform services for the region(s) for which a bid is submitted.
3. The Contractor shall provide a final detailed trap retrieval schedule for each region within fourteen (14) days after issuance of the Purchase Order for that region. This schedule shall include the names and phone numbers of the project participants, the proposed departure locations and departure times for each trap retrieval trip. This schedule shall be approved, in writing, by the Contract Manager. The Commission reserves the right to amend this schedule, in writing, at any time.
4. The Contractor is responsible for coordinating with the Contract Manager to ensure that a Commission-appointed observer is present aboard any vessel participating in the trap retrieval process. Unless prior approval is received from the Contract Manager, a Commission-appointed observer shall be present aboard participating vessels for the payment to the Contractor to be approved and authorized by the Commission's Contract Manager.
5. The Contractor shall solely be responsible for recruitment, selection, scheduling and financial compensation of the project participants and for work performed in this project according to criteria listed below:
  - a. No one less than 16 years of age may receive compensation for work performed in this project. The Contractor shall comply with all laws applicable to labor and employment.
  - b. The Contractor shall distribute, post and/or otherwise disseminate official notices, announcements, or other communications to project participants.
  - c. Each project participant shall provide a properly licensed and commercially registered vessel meeting United States Coast Guard vessel safety requirements and capable of operating safely in the awarded region and manned by an experienced and qualified vessel captain and crew. Each vessel shall be equipped with a functional electric or hydraulic trap puller, or crew that will effectively hand pull and retrieve traps. Adequate space for a Commission-appointed observer and space for stowing of trap ropes, buoys, trap throats and wooden, plastic and/or wire traps is required. If the vessel is deemed to be unsafe or inappropriate for trap retrieval, the Contract Manager shall reschedule the retrieval trip for another day and the Contractor must provide a safe vessel acceptable to the Contract Manager.

6. Trap retrieval operations shall be governed by the following “Operational Guidelines”:
  - a. Daily operations shall be based on an 8 to 12-hour work day (on the water), unless prior approval is received from the Commission’s Contract Manager. The location and duration of each retrieval trip must be approved by the Contract Manager. Trip plans must be mutually acceptable by Contract Manager and Contractor.
  - b. Trap retrieval shall be limited to derelict spiny lobster, stone crab, and blue crab traps, and trap debris, located in Florida waters, adjacent federal waters, and other pre-approved areas of retrieval such as coastal and inland areas, bays or rivers, mangroves, seagrass beds, and areas where derelict traps may become hazards to navigation, as approved within the awarded region(s).
  - c. All traps, trap debris, lines, and buoys must be returned to shore for proper disposal in an authorized waste management facility.
  - d. Weather conditions for daily operations in any region must be mutually acceptable to the Commission-appointed observer, the Contractor, and the Captain of the vessel participating in trap retrieval.
  - e. All saltwater products and other organisms recovered in trap retrieval operations, regardless of condition, shall be immediately returned to the water.
  - f. The Commission may provide authorized direction to the Contractor to retrieve traps in specific areas of state and adjacent federal waters in the event that derelict traps are discovered.
7. The Contractor shall be responsible for all costs and expenses including, but not limited to, use of commercial vessels, vessel fuel, crew, divers, and compressed air, and shall not hold the Commission responsible for any damage(s) that may occur to any vessel or equipment during the trap retrieval or disposal process
8. The Contractor must submit an invoice to the Contract Manager, along with completed Work Certification Forms for each retrieval trip conducted within each region for the payment to the Contractor to be authorized by the Commission’s Contract Manager. No payment shall be made to the Contractor prior to trap retrieval effort in a region; payments shall be based on services rendered.
9. The Contractor shall, in consultation with the Commission, settle any and all labor disputes.

### **III. RESPONSIBILITIES OF THE COMMISSION**

1. The Commission shall provide operational guidelines for project management to ensure that traps are properly retrieved and disposed of according to the terms of this Contract, and applicable laws. This shall include possible identification of trap locations from the Commission’s Division of Law Enforcement, and the possible assistance of the Commission’s Division of Law Enforcement for selection of areas from which traps will be retrieved.

2. The Commission will provide observers (Commission employees or other persons authorized as appropriate by the Commission) aboard each participating vessel.
3. The Commission will provide and complete all forms required to efficiently and effectively document the trap retrieval process, as the basis for payment to the Contractor. The Commission shall provide a “Work Certification Form” (Exhibit I) for the purpose of documenting and certifying project work performance and for accurate and timely payments to project participants. A Work Certification Form shall be completed and signed by the Commission appointed observer and co-signed by the project participant at the completion of each work day. One copy of each completed Work Certification Form shall be provided to the Commission’s Contract Manager, to the Contractor, and to the project participant.
4. The Commission’s Contract Manager (or Commission employed delegate) will be responsible for enforcing performance of the Contract terms and conditions, shall serve as liaison with the Contractor, and shall approve all invoices prior to payment.
5. The Commission’s Contract Manager (or Commission employed delegate) will be responsible for approving the Contractor’s detailed trap retrieval schedule. The Contract Manager reserves the right to amend this schedule at any time.

#### **IV. MINIMUM LEVEL OF PERFORMANCE**

The Commission desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this contract. Therefore, the Commission has developed the below Performance Measure categories, which shall be used to measure Contractor’s performance and delivery of services.

Note: The Contractor shall comply with all contract terms and conditions upon issuance of the Purchase Order and the Commission may begin monitoring of the Contractor’s service delivery upon issuance of the Purchase Order to ensure that contract requirements are being met.

##### Performance Outcomes, Measures and Standards

Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met.

##### a. Performance Measure #1 – Trap Retrieval

Outcome: Services must be performed for the entire region or a portion of the region that is mutually acceptable to the Contractor and the Contract Manager.

Measure: The trap retrieval schedule (approved by the Contract Manager) for each region attesting that the Contractor is able to successfully conduct trap retrieval activities within each region and the Work Certification Form (provided by the Commission) attesting that services were rendered for each region, for payment to the Contractor to be approved and authorized by the Contract Manager.

Standard: Achievement of outcome must meet one hundred percent (100%).

b. Performance Measure #2 – Other Contract Requirements

Outcome: Compliance with all other contract terms and conditions.

Measure: Review of the annual comprehensive contract evaluation conducted by the Contract Manager.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%), on a yearly basis.

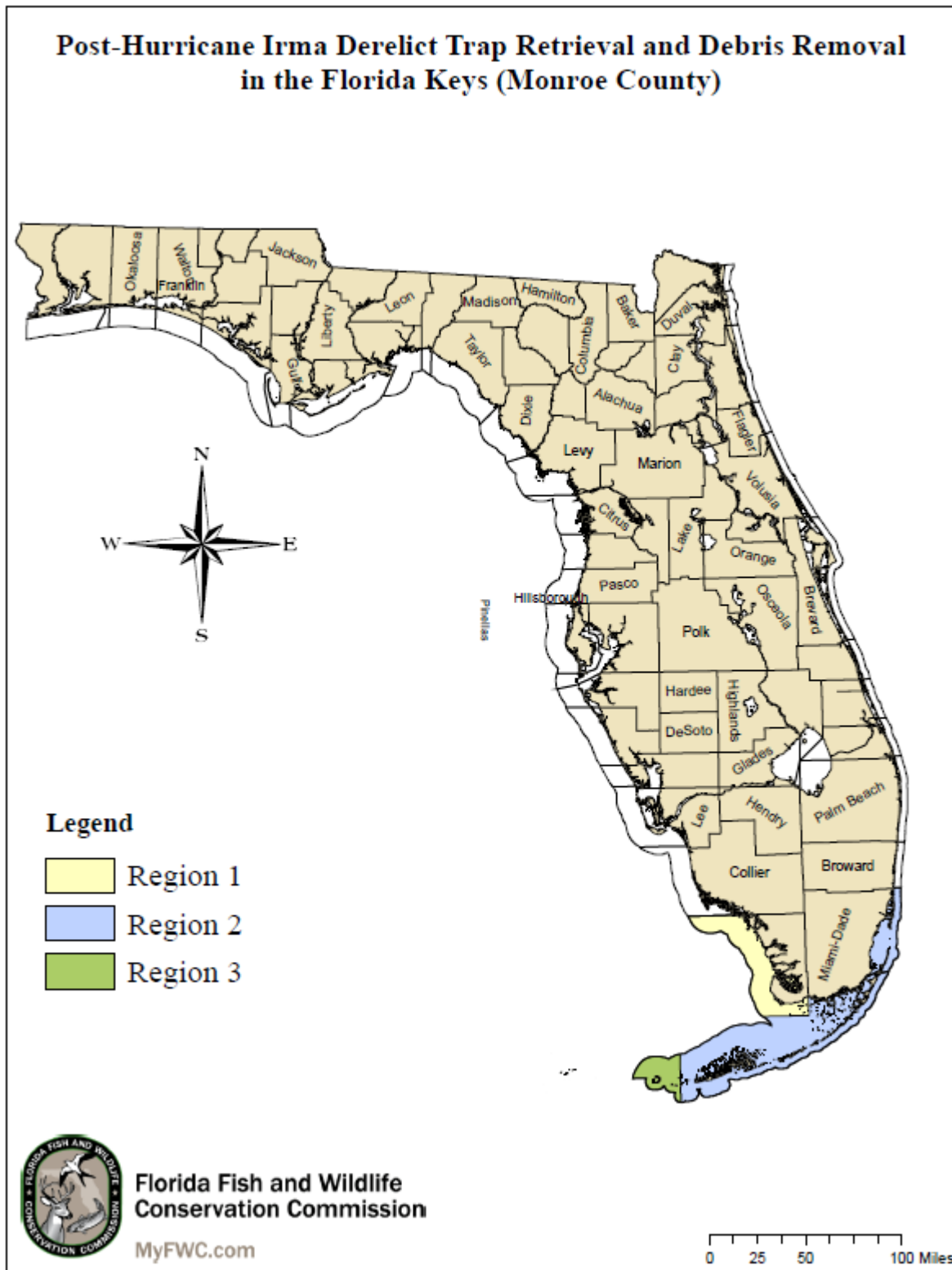
By execution of this contract, the Contractor hereby acknowledges and agrees that its performance under the contract shall meet the standards set forth above. Any failure by the Contractor to achieve the Performance Measures identified above may result in assessment of financial consequences as provided below. Any such assessment shall not affect the Contractor's obligation to provide services as required by this contract.

**VI. FINANCIAL CONSEQUENCES**

If the Contractor fails to meet the established minimum performance level for the given deliverable, the Commission will impose a financial consequence of five hundred dollars (\$500) per occurrence. Allowance will be made for non-compliance to minimum levels if the reason is due to circumstances beyond the Contractor's control.

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Figure 1. Trap Retrieval Regions.





**EXHIBIT I  
WORK CERTIFICATION FORM**

**Florida Fish and Wildlife Conservation Commission  
TRAP RETRIEVAL PROGRAM**

I/WE HEREBY CERTIFY THAT \_\_\_\_\_ DID OPERATE  
*Full name of vessel operator*

VESSEL FL/DO# \_\_\_\_\_ ON DATE \_\_\_\_\_

AND REMOVED POST HURRICANE IRMA DERELICT TRAPS AND TRAP DEBRIS.

\_\_\_\_\_  
FWC OBSERVER

\_\_\_\_\_  
VESSEL OPERATOR

**FWC 17/18-98  
ATTACHMENT C-1**

**REVISED PRICE SHEET**

**CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY**

Price quoted shall not contain any Federal or State sales or use taxes. The bidder recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Quoted price shall include all necessary items to complete the project.

Bids must be provided as a **Daily Rate** for each Region in which the Bidder is proposing to provide services. Prospective contractors are **not** required to provide bids for all 3 Regions. The unit price per **Day** shall incorporate all costs associated with the program including, but not limited to, use of commercial vessels, vessel fuel, crew, divers, and compressed air.

**THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE LOWEST DAILY RATE PER REGION. ALL REGIONS WILL BE AWARDED, BUT THE SIZE AND SCOPE OF WORK WITHIN EACH REGION IS BUDGET DEPENDENT.**

Region	Defined as:	Daily Rate
1	Gulf of Mexico waters of Monroe County, north of 25° 2.00' N latitude	\$ _____ / day
2	Gulf of Mexico waters of Monroe County south of 25° 2.00' N latitude and east of 81° 56.00' W longitude; all waters of the Atlantic Ocean east of 81° 56.00' W longitude within Monroe and Dade Counties	\$ _____ / day
3	Monroe County waters west of 81° 56.00' W longitude (Marquesas Keys)	\$ _____ / day

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

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

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

Signed: \_\_\_\_\_

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

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

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_