

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



INVITATION TO NEGOTIATE

FWC 13/14-33

C. T. RANDALL REPAIR

RELEASED ON: January 27, 2013

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
INVITATION TO NEGOTIATE
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C. T. RANDALL REPAIR

INVITATION TO NEGOTIATE
RESPONDENT ACKNOWLEDGMENT FORM

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ E-Mail: _____

Federal Employer Identification Number (FEID): _____

I certify that this ITN 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 ITN and certify that I am authorized to sign this acknowledgement for the respondent.

_____ PRINTED NAME	_____ AUTHORIZED SIGNATURE
_____ TITLE	_____ DATE

SUBMIT ITN RESPONSE TO:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, ROOM 364
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600
PHONE: (850) 488-3427

ITN RESPONSES WILL BE OPENED AT 2:00 P.M., EASTERN TIME
ON **FEBRUARY 20, 2014**

FWC 13/14-33
GENERAL CONDITIONS

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.

A vendor submitting a response shall be registered in both the MyFloridaMarketPlace (MFMP) system and Sunbiz system prior to the opening (see VENDOR REGISTRATION and ADDITIONAL LEGAL REQUIREMENT clause). A vendor may not be considered for an award, if not registered in the MFMP and Sunbiz system. The vendor's registration address and federal employer identification (FEID) number should match the vendor's address and FEID number listed on the Respondent Acknowledgment form (page 1).

Certified Minority-owned, Woman-owned and Service-Disabled Veteran Business Enterprises, as certified by the State of Florida Office of Supplier Diversity, are encouraged by the Commission to participate in the ITN process.

Responses from vendors shall include all necessary equipment to complete the job. The respondent is required to supply all specified documentation when submitting a response for this project.

Please note: the terms "Proposer", "Vendor" and "Contractor" are used interchangeably in the document. The terms "Contract" and "Purchase Order" are used interchangeably in the document.

TERMS AND CONDITIONS

PUR 1001 and PUR1000 are hereby incorporated by reference. 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 Respondent, including any appearing in documents attached as part of a Respondent's response. In signing and submitting its response, a proposer agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

PURPOSE OF THIS ITN

The intent of this Invitation to Negotiate (ITN) is to solicit responses from qualified vendors in order to repair the C. T Randall Patrol Vessel. These services shall be negotiated through this ITN and shall meet the minimum requirements set forth in the Scope of Work and the specifications herein. The Commission intends to contract with the responsive and responsible vendor whose response is determined by the Commission to provide the best value to the state. "Best Value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship.

CALENDAR OF EVENTS

Listed below are important actions and dates for the actions to be taken or completed.

SCHEDULE	DATE	METHOD
ITN Advertised - Released	January 27, 2014	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for vendor questions to be submitted in writing	February 6, 2014	See "Questions" clause
Answers to questions issued in Addendum	February 10, 2014	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

Sealed Responses Due and Opened	Must be received PRIOR to: 2:00 pm On February 20, 2014	Submit to: Florida Fish & Wildlife Conservation Commission Attn: Purchasing Office 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
Response Evaluation	February 24 - 27, 2014	See " Evaluation Criteria" clause
Posting of Companies Selected for Negotiations	March 4 - 7, 2014	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Negotiations	March 11-14, 2014	See " Selection and Evaluation of Responses/Negotiations" clause
Final Opening of Best and Final Offers	March 20, 2014	
Posting of Intent to Award	March 27, 2014	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

TERM

The anticipated term for the resulting contract is 90 days from the notice to proceed, however, the final term will be determined upon negotiation.

MANDATORY VESSEL EXAMINATION FORM

The vessel is located at Harbortown Marina, 13864 Atlantic Blvd., Jacksonville, FL 32225, each vendor who responds to this ITN is required to examine the vessel prior to submission of their response. **A Mandatory vessel Examination Attestation form (Attachment C) must be completed and signed by each vendor and returned in the vendors response package.** All questions concerning the vessel and/or the work needed must be sent in writing and received no later than the date and time specified in the Calendar of Events. No questions will be answered during vessel examinations. Mandatory Vessel Examination by contractor must be arranged by appointment only.

Contact Information for Vessel Examination:

Lt. Brad Givens
Florida Fish & Wildlife Conservation Commission
P.O. Box 139
Naval Air Station Jacksonville
Jacksonville, FL 32212
904-573-2400 ext. 1010 (Office)
904-237-5266 (Cell)

VENDOR SPECIFICATION INQUIRIES

If the specifications of this ITN could restrict potential Vendor/Contractor competition, the Vendor has 72 hours within which to request to the Commission that the specification(s) be changed. The Purchasing Director must receive the written request within 72 hours after the posting date of the ITN.

Requested changes to the Commission's specifications shall include the Vendor's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s) and explain why any such restrictive Commission specifications are not necessary. A vendor's failure to request changes by the prescribed date and time shall be considered to constitute the Vendor's acceptance of the Commission's specifications.

The Commission shall determine what change(s) to the ITN is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the ITN, which shall be posted to the Vendor Bid Advertisement System, internet site http://vbs.dms.state.fl.us/vbs/main_menu .

CONDITIONS AND SPECIFICATIONS

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

ITN OPENING LOCATION

The public opening of this ITN will be conducted on the date/time specified in the Calendar of Events, at the address specified below under "Mailing Instructions". **RESPONSES 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 response documents or the attendance at any related meeting or response 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 occurrence.

MAILING INSTRUCTIONS

The Respondent **shall submit an original hard copy and four (4) electronic copies (on separate compact discs) of their response** in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, Room 364, Bryant Building, 620 South Meridian Street, Tallahassee, Florida 32399-1600, by the date and time specified in the Calendar of Events. **RESPONSES RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL BE REJECTED.**

THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: ITN NUMBER, DATE AND TIME OF THE RESPONSE OPENING.

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

NOTE: The Commission shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a response may be considered. Responses received after the opening date and time may be returned to the vendor. The Commission does not accept faxed or electronically mailed responses, and if a faxed or electronic mailed response is received, it will be automatically rejected as non-responsive.

RESPONDENT ACKNOWLEDGMENT

In order for a potential Vendor/Contractor's response to be valid, the Respondent Acknowledgment form must be completed in its entirety, signed by the Vendor/Contractor and returned, as part of the ITN response or the response will be rejected. By affixing your signature to the Respondent Acknowledgment form, the Vendor/Contractor hereby states that the Vendor/Contractor has read all ITN 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 Vendor/Contractor will provide the Commission under these ITN specifications.

REFERENCES

Each prospective Vendor/Contractor shall provide a minimum of five (5) references for similar projects completed from individuals with actual personal knowledge of Vendor/Contractor's performance and abilities for such projects. Current contact names and phone numbers shall be included with the ITN response package.

DEADLINE FOR WRITTEN QUESTIONS

Any questions from vendors 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. Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the proposer 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: Sharita Newman, Procurement Manager
620 South Meridian Street, Room 364
Tallahassee, Florida 32399-1600
850-488-3427
sharita.newman@myfwc.com

LIMITATION ON VENDOR 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 seventy-two (72) hour period following the agency posting the notice of agency decision, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

MANDATORY RESPONSE SUBMISSION

Interested parties are encouraged to carefully review all the information contained herein and prepare responses accordingly. Failure to organize response as follows and/or failure to return signed forms may result in rejection of the response.

Tab A. Respondent Acknowledgment Form (Mandatory Form) (page 2 of this ITN)

In order for a potential Vendor/Contractor's response to be valid, the Respondent Acknowledgment form must be completed in its entirety, signed by the Vendor/Contractor and returned, as part of the ITN response or the response will be rejected. By affixing your signature to the Respondent Acknowledgment form, the Vendor/Contractor hereby states that the Vendor/Contractor has read all ITN 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 Vendor/Contractor will provide the Commission under these ITN specifications.

Tab B. Certifications and Assurances (Mandatory Form) – (Attachment 3)

The Proposer shall complete and submit the Contractor Qualification form enclosed herein, to document that they are competent and have the necessary resources to fulfill the terms and conditions of this RFP. The Contractor Qualification form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

Tab C. Experience (Mandatory Submission – Proposer Creates)

The ship yard shall be familiar with maintaining aluminum hulled vessels. The ship yard shall have experience repowering and repairing vessels of similar or larger size to the C.T. Randall. The Contractor shall provide a narrative of experience relevant to performing the services required by this ITN. Include descriptions of typical projects, the largest projects, and the number of projects. Specify the number of years your business has spent performing work similar or closely related to the work described in this ITN. See additional requirements in the Scope of Work.

Tab D. References Form (Mandatory Form) – (Attachment 4)

Vendors shall complete and submit the References form enclosed herein, to provide a minimum of five (5) references for major yard projects involving aluminum hulled vessels and repair of

similar size or larger to the C.T. Randall. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with response. The Commission reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination. The Commission reserves the right to ask for additional references and to contact reference sources not listed in the response. Any negative reference(s) response may be cause for vendor disqualification.

Tab E. Project Plan (Mandatory Submission – Proposer Provides narrative response for the following)
Vendor's Project Plan which should at a minimum include the following:

1. Demonstration of Project Understanding
2. Project Approach
3. Proposed timeline for project completion
4. Optional Services offered and the costs of those optional services
5. Any information about the vendor that should be considered by the Commission

Tab F. Cost Sheet (Mandatory Form) – (Attachment 2)

Tab G. Vessel Examination Attestation Form (Mandatory Form) – (Attachment 5)
A Mandatory vessel Examination Attestation form must be completed and signed by each vendor and returned in the vendors response package.

Tab F. Addendum Acknowledgement Form(s) (Mandatory Form) (if applicable)

RESPONSE REVIEW CRITERIA

The Commission reserves the right to reject any and all responses which fail to meet any of the mandatory requirements or contractual requirements stated in this ITN. Therefore, responses should be submitted initially in the most favorable manner.

The Commission also reserves the right to waive minor irregularities in responses, providing such action is in the best interest of the State. Minor irregularities are defined as those that have no adverse effect on the State's interest and shall not affect the outcome of the selection process by giving any one Vendor an advantage or benefit not enjoyed by other Vendors. The Commission also reserves the right to reject all responses.

A non-responsive response 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 RESPONSE WILL NOT BE CONSIDERED.**

SELECTION AND EVALUATION OF RESPONSES

A committee composed of five (5) representatives of the Commission shall independently evaluate and score each of the responses received. The Committee will be composed of persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program area for which the commodities and/or contractual services are sought. The Committee will be involved in the evaluations, oral presentations, negotiations, and the recommendation for award.

The Committee shall individually score each response in accordance with the evaluation criteria listed below. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor

that the agency determines will provide the best value to the state, based on the selection criteria. The Commission reserves the right to reject any or all responses at any time during the evaluation process.

EVALUATION CRITERIA

A. General

1. The Commission reserves the right to accept or reject any or all responses received and reserves the right to make an award based on the evaluation criteria without negotiations of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive response shall include, but not be limited to, those that: a) 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 RESPONSE WILL NOT BE CONSIDERED.**
3. The Commission may waive minor informalities or irregularities in the responses 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

The following information will be used for evaluation criteria by the Committee based on the categories outlined below:

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

1. Contractor's Qualifications and Experience – Total 40 Point Value

The organization will be evaluated based on prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the Respondent.

2. Project Plan – Total 40 Point Value

- a. Demonstration of Project Understanding
- b. Project Approach
- c. Proposed timeline for project completion
- d. Optional Services offered and the costs of those optional services
- e. Any information about the vendor that should be considered by the Commission

3. Facilities – Total 20 Point Value

- a. Covered work area
- b. Eco-Friendly

4.

Short List/Negotiations

The vendor or vendors selected within the competitive range in which the Commission will enter negotiations will be posted as an Agency Decision on the Vendor Bid System on the date and time specified in the Calendar of Events.

The Commission will enter into negotiations with the vendors selected within the competitive range. The vendors selected for negotiation will be scheduled to meet with the Committee to provide an oral/technical presentation of their firm's capabilities and approach to the project. Selected vendors will be notified of a time and date for the presentation. Vendors selected for negotiation should be prepared to discuss their response, presentation and pricing and discuss any issues or problems. Due to the urgent need for timely service implementation and delivery, all negotiations will be conducted as quickly as possible. Vendors shall

plan travel accordingly. The Commission reserves the right to conduct negotiations sequentially or concurrently. If the Commission is unable to reach agreement with a vendor on any scope of work issue or contractual issue, the Commission may eliminate that vendor from further consideration. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Commission.

BEST AND FINAL OFFERS (BAFO)

After negotiations, the Commission will request Best and Final Offers (BAFO) for final consideration prior to final award decision. After receipt of BAFO's, the Committee will prepare a summary report of negotiation and recommend an award.

ECONOMY OF PRESENTATION

Each response shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this ITN. Elaborate binding, colored displays, and promotional materials are not required. Emphasis in each response must be on completeness and clarity of content. In order to expedite the evaluation of responses, it is essential that Vendors follow the format and instructions contained herein.

VERBAL INSTRUCTION PROCEDURE

Vendors may not consider any verbal instructions as binding upon the Commission. 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 vendor questions during the ITN period an addendum shall be posted on the Vendor Bid System internet site. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized vendor representative, dated, and returned to the COMMISSION prior to the opening date and time specified in the Calendar of Events. Each vendor 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 vendor'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

ELIGIBILITY

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

By acceptance of the contract that may result from this ITN, 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 vendor, and that the Contractor shall comport with Chapter 287, F.S., 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.

DELIVERABLES

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

- a.) Performance of all services set forth in the Scope of Work.
- b.) Submission of all invoicing, supporting documentation, Corrective Action Plans, reports etc.

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 to 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) 488-3427 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.

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 time frame 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.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the contract that may result from this ITN 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, an amount up to \$500.00 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 solely with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

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) 921-2500.

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) caused by the Vendor while working on this project shall be the responsibility of the vendor to remedy, as determined by the Commission. The vendor shall be responsible for the conduct of all vendor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the vendor 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 available to the Commission upon request. 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 venturer, or partner of the State of Florida.

TERMINATION

Commission Unilateral Termination. The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. Contractor shall not be entitled to recover any cancellation charges or lost profits.

Termination – Fraud or Willful Misconduct. This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

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.

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 federal 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.

PUBLIC ENTITY CRIMES

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.

Certifications and Assurances. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment 3. This includes the Certification Regarding Public Entity Crimes.

CONTRACT RELATED PROCUREMENT

PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

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

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection [413.035\(2\)](#), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

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.

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of Attachment 3, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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.

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

INVOICING

The Vendor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services as expressed in writing by the Contract Manager. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order/contract number and the vendor's Federal Employer Identification Number or Social Security Number and dates of service. FAILURE TO SUPPLY INVOICE WHICH PROPERLY CORRESPONDS TO THE PURCHASE ORDER/Written AGREEMENT, MAY DELAY THE VENDOR PAYMENT PROCESS.

PAYMENT OF FUNDS

The Commission shall pay the Vendor for satisfactory service 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 Vendor's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. 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 Contract Manager.

Electronic Funds Transfer (EFT)

The State of Florida can deposit vendor payments directly into your bank account. Vendors can register for EFT at http://www.myfloridacfo.com/aadir/direct_deposit_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, vendors can register for debit ACH at http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors and download the ACH form. 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 5 working days to inspect and approve goods and services, unless ITN 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 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 Comptroller 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 vendor 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 vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

MYFLORIDAMARKETPLACE

In accordance with Rule 60A-1.030 of the Florida Administrative Code (F.A.C.), each vendor 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 MyFloridaMarketPlace 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 MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

Transaction Fee. Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Transaction Fee Credits. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any items(s) if such items(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-

refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a response, 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 response, 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/>.

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

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.

Pursuant to Section 119.0701, F.S., the Contractor shall comply with the following:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

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) years following the close of this Contract. 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 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 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.

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.

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., 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 30 days after response 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.

FAMILIARITY WITH LAWS

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

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.

SCOPE OF WORK**FWC 13/14-33****Purpose**

- FWC is seeking proposals to repair the Patrol Vessel C.T. Randall. The C/T Randall is an all aluminum 65' work boat built by Hike Metals in 2003.

Qualifications

- The shipyard must have 10 years' experience providing maintenance to aluminum hull vessels of similar size.
- The shipyard must be able to provide evidence of a minimum of five prior major yard projects that involve aluminum hull vessels to include sandblasting, water blasting, welding and hull plating repair or modifications.
- The awarded vendor will have 60 days to complete the work from the notice to proceed date.
- Any deletions or additions to the task below must be approved by the project manager in writing before any additions or modification are implemented.

Requirements

- The shipyard must inspect vessel during designated pre-bid inspection time.
- All inspections appointments must be scheduled through project manager.
- The vessel is located at Harbortown Marina, 13864 Atlantic Blvd., Jacksonville, FL 32225.

Facilities

- The shipyard must have a secure fenced area with 24 hour security in which the vessel will be housed.
- Facility must be located on navigable waters with a marked channel and a minimum approach depth of six feet at mean low water. FWC will transport the vessel to the location.
- The vendor shall provide 50 amp, 240 volt power to the vessel's shore power inlet
- The vendor shall provide a fixed rate for daily, weekly and monthly shore power usage, during any periods of storage outside the scope of work
- Other FWC contractors will be allowed access to the vessel for projects other than those stated in this scope of work.
- The vendor shall provide the rate schedule for their access to the vessel by other FWC Contractors.
- All FWC employees shall have access to the vessel during work hours without incurring costs

Vessel Storage

- Vendor shall provide fixed rates for lay days and or storage periods that may occur for any issues that arise beyond this scope of work and are at no fault to the vendor. Storage and lay date rates will not apply when the delay occurs at fault from the vendor, the vendor supplier's or subcontractor.

Payment

FWC will pay upon acceptance of completed task and sub-task assignments; please note payment will not be made for parital completion of a task. .

Engine Specifications

Specific engine and transmission information is as follows.

- Transmission - Port
 - ZF

- Model # ZF1955A
- Serial # 50010016
- Transmission – Starboard
 - ZF
 - Model # ZF1955A
 - Serial # 50010015
- Engine – Port
 - Caterpillar
 - Model # 3412
 - Serial # 9KS01913
 - 2810 hours as of 9-15-13
- Engine – Starboard
 - Caterpillar
 - Model # 3412
 - Serial # 9KS01912
 - 2810 hours as of 9-15-13

Current Engine & Transmission Performance

The engines have not been reaching rated RPMs and the engine oil filler caps are being forced out during engine operation. There also appears to be an oil leak from the rear of the port engine oil pan.

● **ENGINE WORK**

Task 1 - 3000 Hour Service On Both 3412E Caterpillar Engines

1. Engine Mounts – Inspect
2. Alternator Belt – Inspect / Adjust / Replace
3. Alternator – Inspect
4. Starting Motor – Inspect
5. Hoses and Clamps – Inspect / Replace
6. Engine Air Cleaner Elements – Clean
7. Closed Crankcase Ventilation (CCV) Fumes Disposal Filter – Replace
8. Engine Air Cleaner Service Indicator – Inspect
9. Water Pump – Inspect
10. Auxiliary Water Pump (Rubber Impeller) – Inspect
11. Auxiliary Water Pump (Bronze Impeller) – Inspect
12. Cooling System Coolant (DEAC) – Flush and Change
13. Cooling System Supplemental Coolant Additive (SCA) – Test / Add
14. Cooling System Coolant Extender (ELC) – Add
15. Cooling System Water Temperature Regulator – Replace
16. Turbocharger – Inspect
17. Heat exchanger – Inspect
18. Zinc Rods – Inspect / Replace
19. Engine Crankcase Breather – Clean
20. Engine Oil Sample – Obtain
21. Engine Oil and Filter – Change
22. Aftercooler Core – Clean / Test
23. Fuel System Secondary Filter – Replace
24. Crankshaft Vibration Damper – Inspect
25. Engine Speed / Timing Sensors – Check / Clean / Calibrate

26. Engine Valve Lash – Inspect / Adjust
27. Engine Valve Rotators – Inspect
28. Provide condition found report (CFR) based on the inspections performed.

Task 2 - Overhaul (Top End)

1. Overhaul (Top End) based on CFR

Task 3 - Perform Service On Both ZF Transmissions

1. Change Oil
2. Clean Oil Filter
3. Visually Check Flexible Coupling
4. Visually Check Flexible engine and Transmission Mounting
5. Visually Check Clutch Discs
6. Visually Check Gearing
7. Check Oil Pump
8. Check Control Unit and trolling Valve
9. Re-calibrate Gauges
10. Clean Oil Cooler
11. Re-tighten All Screw / Bolt Connections Accessible From Outside
12. Check Control Position Settings
13. Lubricate External Moving Parts
14. Provide condition found report (CFR) based on inspections performed.

Task 4 - Sea Trial

- **Vendor must perform sea trial with owner and demonstrate satisfactory engine performance.**
- **OVERHAUL WORK**

Task 1 – Vessel Preparation

- Haul out and block
- Pressure wash

Task 2 – Sand Blasting

- Remove rub rail prior to blasting
- Remove all coatings to white metal
- The following protective measures shall be performed before abrasive blasting
 - 3M Rubber Sand Blast Masking or equivalent shall be used for masking
 - All nylon through hull fittings shall be masked
 - Propeller shaft taper and threads shall be masked
 - All windows / doors and associated frames shall be masked with 3M sandblast mask
 - All vents shall be masked
 - All engine room intake and exhaust vents shall be masked from inside and out
 - All deck hatches shall be masked
 - All antennas, exterior electronics and cabling shall be masked or removed to prevent damage. Any equipment removed shall be reinstalled and checked for proper operation after removal of coatings.
- Vendor shall note and mark all hull stripes and lettering for replacement and use draft markings drawing provided by owner to ensure proper waterline.
- Vendor shall note waterline before blasting and use draft markings drawing provided by owner to ensure proper waterline.

- Remove all existing coatings from exterior aluminum surfaces, by blasting with fine sand, aluminum oxide or equivalent inert material conforming CID A-A-59316, Type I & IV or by water jetting.

SubTask 2.1: Remove all coatings from cabin plating

SubTask 2.2: Remove all coatings from deck plating

SubTask 2.3: Remove all coatings from Hull plating

SubTask 2.4: Remove all coatings from ladders, hand rails, platforms, masts, and any remaining exterior aluminum surface

- Finished surface shall have no greater than a 1 – 1.5 mil anchor profile on all surfaces.
- Upon completion of coating removal, the cabin structure and hull sides shall be blasted with glass bead to ensure a uniform satin finish.
- Random profile measurements shall be taken before and after blasting using the Testex Press-O-Film replica tape. A profile report and test strips shall be provided to project manager before application of any coatings.
- Deck walking surface shall be masked off and blasted with a medium sand to provide a non-skid surface.
- Provide a Condition Found Report (CFR) on hull plating.

Additional repairs, replacement or hours pending approval of the project manager based on results from the CFR

Task 3 - Paint

- Remove all blasting and residues with clean air and sweep with clean brush.
- The water line shall be taped off paying special attention to providing a straight line.
- Vendor shall apply two coats of Interlux 2000E epoxy behind rub rail attachment points
- Vendor shall apply four coats of Interlux 2000E epoxy on hull bottom up to the boot stripe.
- Vendor shall apply two coats of Interlux Trilux 33 anti-fouling paint on hull bottom up to the boot stripe.
- Propellers shall be coated with Prop Speed.
- SubTask 3.1
- Vendor shall paint gold boot stripe using Imron paint and primers.
- Vendor shall apply green law enforcement stripe using Imron paint and primers.
- Cabin roof shall be painted white using Hy-Tech Buskote 2150 and Flexi-clear or equivalent thermal paint.
- SubTask 3.2
- All lettering on cabin and hull sides shall be painted using catalyzed two-part polyurethane paint.
- Vessel lettering shall read “FLORIDA FISH AND WILDLIFE” on the top line and “STATE LAW ENFORCEMENT” on the bottom line.
- Owner will provide vinyl decals for badge and agency seals.

Note: Any deviation from coating manufacturers recommended applications procedure must be approved in writing by the manufacturer and submitted to the project manager for final approval. FWC shall approve paint colors before application.

Task 4 – Zincs

- Remove and replace all zincs to include hull, shaft, rudders and spurs.

Task 5 – Repairs to A-Frame Hoist

- Disassemble hoist
- Machine and install stainless sleeves and bushings for all pivot points.
- Provide zerk fitting at all pivot points.

- Modify A-frame to prevent side-to-side movement by welding a 1/2" x 3" flat-bar aluminum plate on both inboard sides of the A-frame.
- Provide stainless steel diagonal support cables to prevent side to side movement. Terminals on stainless cables shall be Swage loc or equivalent pressed fitting.
- Replace hydraulic cylinders with new all stainless steel cylinders of increased diameter to prevent bending of the ram.
- Replace all hydraulic hoses with braided stainless steel or UV stabilized hydraulic hose.
- All exposed hydraulic fittings shall be stainless steel.
- A-frame shall be load-tested and certified appropriately to lift 16' Ribcraft rigid inflatable (RIB).
- Bunks on RHIB cradle shall be fit to the RHIB using composite material to prevent damage while loading and unloading RIB.
- Weld 5/8" or larger eyelets onto existing bunks for strapping-down and securing the RIB while on cradle.
- RIB lifting eyes and straps shall be replaced and certified for appropriate weight.

Task 6 – Ballast Tank Conversion to Fuel Tank

- Remove inspection covers and inspect tank for suitability to be modified for auxiliary fuel
- Provide CFR.
- Provide Wema stainless steel fuel senders and gauges or agency approved equivalent. Additional repairs, replacement or hours pending approval of the project manager based on results from the CFR

Task 7 – Electrical Repairs

- Inoperable lights
 - Towing light inoperable
 - Port flood light inoperable
- Windshield Washer System
 - Not working
- Inspect Vessel GFI
- Emergency alarm panel intermittent loss of voltage
- Replace all Canadian smoke detectors with UL listed detector
- Battery Cables
 - Trim sides of battery boxes for cable access
 - Install chaffing gear for battery cables running between boxes and over hull frames
- Diagnose and provide CFR, Additional repairs, replacement or hours pending approval of the project manager based on results from the CFR

Task 8 – Steering & Controls

- Aft Control Station
 - Binnacle and steering toggle are inoperable
 - Rudder angle indicator inoperable
- Primary control station
 - Port Steering rudder angle indicator inoperable
 - Starboard and center rudder angle indicators work intermittently
- Diagnose and provide CFR.

Additional repairs, replacement or hours pending approval of the project manager based on results from the CFR

Task 9 – Electronics

- Remove Sitex Genesis Chart Plotter and all associated antennas, cabling and transducers

- Install owner provided Furuno transducer and black box sounder for NavNet 3D system
- Remove Cobra CB radio and all associated antennas and cabling
- Remove both Midland high-band radios and all associated antennas and cabling
- Install ICOM 504 VHF radio in radio cabinet
- Install ICOM 604 VHF radio in radio cabinet
- Remove ICOM 304 VHF radio
- Remove Sitex auto pilot, sensors, cables and other associated hardware
- Install owner provided Simrad auto pilot system
- Custom fit aluminum bezels to fit new electronics and cover any remaining holes
 - Aluminum bezels shall be painted flat black with two-part polyurethane paint
- Remove Tracphone antenna on top of cabin and associated cabling
- Any cable grommets or holes remaining from removed equipment shall be made water tight

Task 10 – Discharge Hoses From Black Water Tank

- Inspect and diagnose multiple leaks from black water tank pump-out system
- Diagnose and provide CFR.

Additional repairs, replacement or hours pending approval of the project manager based on results from the CFR

Task 121- Engine Room

- Replace missing or damaged deck plate latches
- Clean bilge and limber holes, provide new limber holes where missing

Task 12 – Bilge Manifolds and Piping Systems

- Remove and inspect all valves below the water line
- Inspect bilge manifold and associated piping for corrosion and leaks. All temporary repairs shall be removed
- Diagnose and provide CFR.

Additional repairs, replacement or hours pending approval of the project manager based on results from the CFR

Task 13 - Shafts & Propellers

- Remove propellers and send out for service and balance
- Inspect shafts for alignment
- Inspect cutlass bearings
- Diagnose and provide CFR.
- Additional repairs, replacement or hours pending approval of the project manager based on results from the CFR

Task 154- Doors & Hatches

- Replace seals on all three (3) Freeman water-tight deck hatches; owner will provide seals
- All water-tight hatches shall be leak tested using fire hose or equivalent

Task 15 – Cabin Windows

- Remove and reseal three forward facing wheel house windows
- Remove and reseal starboard window in forward crew berthing

Task 16 - Anchor Locker

- Weld anchor chocks on port and starboard side of forward deck to secure a Fortress FX85 anchor
- Remove aluminum line box in anchor locker

- Manufacture a new line box using aluminum grating that will store 600' of ¾" triple-strand anchor line.
- Provide aluminum bars for hanging line storage

Task 17- Lazarette

- Weld 5/8" lifting eyes on deck longitudinal to facilitate removal of CO2 bottles for service
- Provide welded aluminum storage rack for six (6) five-gallon oil buckets.
- Provide aluminum bars for hanging line storage

Task 18 – Man Overboard Light Brackets

- Provide and install aluminum bracket for mounting Commission owned man overboard lights on hand rails for both Type IV throwable devices.

Task 19 – Trim Tabs

- Provide and install hydraulic actuated trim tabs and associated equipment
 - Trim tabs shall be sized appropriately based on manufactures specifications for maximum effectiveness
 - Electronic Indicator and Control System shall be installed at helm

Task 20– Sea Trial

Vendor must perform sea trial with owner and demonstrate satisfactory performance.

- **General wiring requirements**
 - a) Cabling or wiring passing through watertight boundaries, decks, or bulkheads shall be installed to maintain watertight integrity and protect against chafing by use of grommets or stuffing boxes.
 - b) Cabling or wiring leading to shock mounted equipment shall be formed into a coil or loop to minimize the effect of movement or vibration.
 - c) Cabling or conductors within equipment or enclosures shall have sufficient length to facilitate tracing, troubleshooting, and opening and closing of hinged doors to prevent conductor damage.
 - d) Cabling or wires shall be grouped into a wiring harness wherever possible.
 - e) Individual cabling or wires shall be supported every 18 inches on horizontal runs and every 14 inches on vertical runs, and attached to fixed structural member of the craft.
 - f) Clamps or straps used for wire and cable support shall be secured by two screws if the wiring is larger than number 10AWG or if multiple wires are larger than ¾ inch in diameter.
 - g) Metal cabling and wire supports shall be designed to secure cable without damage to insulation and must be 1.2 inches wide.
 - h) Cabling and wiring shall be strapped in hangers to prevent sagging between hanger supports.
 - i) Exposed wiring subject to mechanical damage shall be protected with covers.
- **General welding requirements**
 - a) All welding, brazing and related procedures, including joint design, joint strength calculations, edge preparation, fabrication, welding inspection and records, shall be in accordance with the standards set forth by the American Welding Society (AWS) for the materials being welded and the intended service.
 - b) Weld procedures and welder's qualifications shall be in accordance with AWS B2.1, D1.1, and D1.2 welding standards.
 - c) All recommendations and information in AWS D3.7 shall be followed.
 - d) The contractor shall maintain the following documentation and make it available for inspection upon request.
 1. A list of Weld Procedure Specification (WPS's) and associated revision dates.

2. Welder qualification documentation to include the last date the welder performed the indicated process.
3. Procedure Qualification Records (PQR's) and full (WPS) documentation.

NON DESTRUCTIVE INSPECTION AND TESTING OF WELDS

Inspector qualifications: All individuals performing visual or nondestructive inspection (NDI) or nondestructive testing (NDT) operations shall be certified to one of the following requirements.

1. AWS Senior Certified Welding Inspector (SCWI) or Certified Welding Inspector (CWI) program.
2. ASNT Recommended Practice No. SNT-TC-1A, Qualification and Certification of NDT Personnel, as detailed by Table 1A, 1B, 1C, or 1D. The inspectors shall be at a minimum certified to the ASNT Central Certification Program (ACCP) Level II certification.

Inspection Methods: Inspection of welded joints is to be performed by approved nondestructive test methods such as radiographic, ultrasonic, magnetic particle or liquid penetrate inspection. Radiographic or ultrasonic inspection, or both, is to be used when overall soundness of the weld cross section is to be evaluated. Magnetic particle or liquid penetrate inspection or other AWS Welding Inspection approved methods are to be used when investigating the outer surface of welds, or may be used as a check of intermediate weld passes.

Inspections shall be in accordance with the following procedures:

1. Visual inspection (VT). Inspection shall be in accordance with AWS B1.11 or ABS Rules for Non-destructive Inspection of Hull Welds.
2. Liquid penetrate inspection (RT). Inspection shall be in accordance with ASTM E142 or ABS Rules for Nondestructive Inspection of Hull Welds.
3. Surface preparation for NDT. Inspection of completed welds shall be accomplished after slag removal and with the weld in the final surface condition. Power driven wire brushes shall not be used on surfaces that are to be liquid penetrate inspected unless the resulting surface is removed using an approved abrasive material prior to performing the inspection.

The following welds shall be inspected:

1. All welds. All welds shall be visually inspected by NDI/NDT personnel or a qualified welder. Inspection prior to welding shall, at a minimum, include joint preparation, fit-up, and cleanliness.
2. Weight handling equipment welds. PT inspection shall be performed on all completed welds deposited with austenitic or nonferrous electrodes in weight handling fittings or fixtures supporting over one ton, unless the fitting or fixture is proof load tested after installation.
3. Fillet welds 3/8 inch size or greater. The contractor shall accomplish a surface examination, by appropriate nondestructive testing (NDT) methods, of fillet welds 3/8 inch size and greater.
4. Acceptance standards. The standards for acceptance of welding shall be in accordance with MIL-STD 2035, Class 3 acceptance standards for welds and NAVSEA (O)-LP-001-7000 for brazed joints. The contractor shall repair all defects.

Threaded fasteners

- All fasteners shall be of corrosion resistant materials except for propulsion machinery foundations and mount fasteners where higher strength materials are appropriate. Fasteners provided with OEM equipment that are not corrosion resistant may be used in locations not exposed to the weather.
- No fasteners shall be directly threaded in to aluminum alloys. Heli-Coil inserts or pressed-in galvanically compatible threaded inserts shall be used when direct threading is required.
- Tef-Gel shall be used on threaded fasteners when applicable.
- Direct attachment of alloys containing copper to aluminum is not permitted except for an electrical grounding strap.

- Where nuts will become inaccessible after assembly, nuts shall be captured to allow re-assembly and prevent backing off. Unless otherwise specified, self locking nuts of the plastic insert type or all metal left locking nuts of distorted type shall be provided to prevent loosening of bolts due to shock and vibration.
- Fasteners in deck traffic areas shall be flush to eliminate tripping hazards.

Materials General

This section specifies the minimum material standards and dissimilar metal restriction. Material requirements stated in other sections of this scope of work, which are in excess of the requirements of this section, shall have precedence over the requirements of this section.

Materials

When materials are referred to in this scope of work without further identification, they shall conform to the following materials as applicable:

Aluminum

Tube: ASTM B221 (Extruded) 5086-H111 or 5083-H112 ASTM B210 (Drawn) 5086-H-32

Plate and Sheet: ASTM B209 Alloy 5086-H112 or H116 or Alloy 5456-H112 or H116 or 5083-H112 or H116

Shapes: ASTM B221 (Extruded) Alloy 5086-H111 or H112 or 5083-H111 or H112 or Alloy 5456-H111 or H112

- Alloy 5052 of SAE AMS-QQ-A-250/8 may be used for un-welded sheathing, expanded aluminum and trim for a thickness less than 1/8 inch.
- Alloy 6061-T6 of ASTM B241 may be used for pipes as structural components. If so used, allowable stresses shall be based on the zero tempered condition.
- Non structural items of trim and outfit such as window and doorframes, castings, and hardware items may be alloy 6063 or alloy 6061 of ASTM B221 or alloy 356.1, 356.2 or A356.2 of ASTM B179.
- Copper bearing alloys shall not be used except in electrical wiring or internal to purchased components.
- Aluminum of tempers H116 shall pass an appropriate test for resistance to exfoliation corrosion.

Stainless Steel

Wrought: AISI 316L, AISI 302, or AISI 304

Pipe or Tubing: ASTM A312, Grade 316L, 321 or 347

Wherever stainless steel, corrosion resistant steel or "CRES" is used or required it shall be as follows: Stainless steel 316L shall be used for welded fittings, couplings, etc. on the exterior of the vessel above and below the water line of the hull that is exposed directly to sea water and for all application on the weather decks unless stated elsewhere in this specification. If stainless steel is used, 316L shall also be used on all interior welded applications in sea water handling systems where direct exposure to sea water is possible. Stainless steel 316 shall be used in non-welded applications where direct contact with sea water or spray is possible. Use of 302 or 304 is restricted to interior, non-welded applications where exposure to sea water is not anticipated. For any portion of the exhaust system where temperatures over 750 degrees Fahrenheit may be encountered in any operational condition, including failure of any water flow, stainless steel grades 321 or 347 shall be used. For temperatures of 750 degrees Fahrenheit or below, 316L stainless steel shall be used.

Electrolytically dissimilar metals and corrosion protection:

- Direct contact of electrolytically dissimilar metals is not allowed. Electrolytic corrosion shall be prevented by insulating dissimilar materials from each other.
- Direct contact between aluminum alloys and porous material, pockets, crevices, and joints that can retain moisture is not allowed. Aluminum alloy surfaces intended for contact with porous material shall be coated. Joints and crevices shall be sealed with caulking compound. Pockets too large to be caulked shall be coated.
- Tef-Gel shall be used on threaded fasteners when applicable.
- Lead graphite pencils shall not be used to mark uncoated aluminum. Grease pencils and other possible sources of hydrogen contamination shall not be used on aluminum prior to welding.

**COST SHEET
FWC 13/14-33**

The amount proposed shall include the minimum requirements as outlined in the Scope of Work.

Price proposed shall be less any Federal or State sales or use taxes. The respondent 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. Proposed price shall include all necessary items to complete the project.

ENGINE WORK

Task 1:	Fixed price	\$ _____
Task 2:	Fixed price	\$ _____
Task 3:	Fixed price	\$ _____
Task 4:	Fixed price	\$ _____

Shop Supplies:

Shop supplies include but are not limited to: Environmental fees, oil disposal, coolant disposal, rags, adhesives, lubricants, anti-seize compounds, tie straps, touch-up paint, oil soak pads, cleaners and sealants. Please list additional shop supply items not covered above if applicable.

Flat Rate Cost: \$ _____

Parts mark-up and hourly rates for any additional repairs outside the scope of the work that may be found necessary as a result of diagnostic work and approved by email from the project manager:

Mechanic	Hourly Rate:	\$ _____
Electrician	Hourly Rate:	\$ _____
Welder	Hourly Rate:	\$ _____
Laborer	Hourly Rate:	\$ _____
Machinist	Hourly Rate:	\$ _____
Service Call	Flat Rate:	\$ _____

OVERHAUL WORK

Task 1:	Fixed price	\$ _____
Task 2:	Fixed price	\$ _____
SubTask 2.1	Fixed price	\$ _____
SubTask 2.2	Fixed price	\$ _____
SubTask 2.3	Fixed price	\$ _____
SubTask 2.4	Fixed price	\$ _____
Task 3:	Fixed price	\$ _____
SubTask 3.1	Fixed price	\$ _____
SubTask 3.2	Fixed price	\$ _____
Task 4:	Fixed price	\$ _____
Task 5:	Fixed price	\$ _____
Task 6:	Fixed price	\$ _____
Task 7:	Hourly rates <i>(To be attached separately)</i>	
Task 8:	Hourly rates <i>(To be attached separately)</i>	
Task 9:	Fixed price	\$ _____
-		
Task 10:	Hourly rates <i>(To be attached separately)</i>	
Task 11:	Fixed price	\$ _____
Task 12:	Hourly rates <i>(To be attached separately)</i>	
Task 13:	Fixed price	\$ _____
Task 14:	Fixed price	\$ _____
Task 15:	Fixed price	\$ _____
Task 16:	Fixed price	\$ _____
Task 17:	Fixed price	\$ _____
Task 18:	Fixed price	\$ _____

Task 19: Fixed price \$ _____

Task 20: Fixed price \$ _____

Per person daily on property rate for any FWC hired subcontractors \$ _____

Note: No fees shall be charged for FWC employees entering vendor's property.

Consumables, if any, shall be paid based on methodology provided below by the vendor:

VENDOR CONSUMABLES LIST

Product Name	Price

Note: If more lines are needed make an additional list and attach it to this cost sheet.

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE ITN AND AGREE TO FURNISH THE SERVICE 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.

Vendor/Contractor _____ Title _____

Address _____ Fax _____

Signed _____ City/State/Zip _____

Print Name _____ Telephone _____

FORMAT FOR HOURLY RATES

DOCKING AND LAY DAYS BASED ON VESSEL LENGTH PER FOOT/ PER DAY

HAUL
LAY DAY
DOCKAGE

PER PERSON DAILY ON PROPERTY RATE FOR ANY FWC HIRED SUBCONTRACTORS

PLATE AND SHAPES PER POUND

ALUMINUM 5083 / 5086
STAINLESS STEEL 304 / 316

WELDING SERVICES HOURLY

ALUMINUM
STEEL

LABOR CRAFTS HOURLY

PAINTER
PAINTER HELPER
MACHINIST
MACHINIST HELPER
RIGGER
EQUIPMENT OPERATOR
OILER
PLUMBER/PIPEFITTER
PLUMBER/PIPEFITTER HELPER
ELECTRICIAN
ELECTRICIAN HELPER
LABORER
DIESEL/GAS ENGINE MECHANIC
ELECTRONICS TECHNICIAN
ELECTRONICS TECHNICIAN HELPER
CARPENTER
CARPENTER HELPER
SHEET METAL WORKER
SHEET METAL HELPER

MATERIALS, COMPONENTS AND SYSTEMS BASED ON PERCENTAGE DISCOUNT OFF MANUFACTURE'S SUGGESTED RETAIL PRICE

MATERIALS
COMPONENTS
SYSTEMS
VENDOR CONSUMABLES

REFERENCES

A minimum of three (3) references from persons or firms for whom the respondent has performed similar jobs as per the specifications in this ITN must be supplied with the ITN. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Respondent's response. Provide a description (scope of work) of each job. The Commission will make three (3) attempts to contact the listed references.

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER/E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER/E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER/E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

VENDOR NAME

AUTHORIZED SIGNATURE

Mandatory Vessel Examination Attestation
FWC 13/14-33

The undersigned, having examined the vessel regarding the specifications contained herein attest to the following:

“Our company has examined the FWC vessel “C. T. RANDALL” in reference to the specifications contained in Invitation to Negotiate FWC 13/14-33 and we have familiarized ourselves with the entire vessel and have examined carefully the extent of the work that is needed.”

VENDOR NAME

VENDOR SIGNATURE

DATE