



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOLICITATION ACKNOWLEDGEMENT FORM
REQUEST FOR PROPOSAL (RFP)**

COMMODITIES CONTRACTUAL SERVICES

Page 1 of 70	Submit Bid To: Bureau of General Services – Procurement Section Florida Department of Environmental Protection 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
ISSUE DATE: 04/15/19	

SOLICITATION TITLE: Stabilize and Restore Seagrass Habitat at Lignumvitae Key Botanical State Park	SOLICITATION NO.: 2019012
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PROPOSALS ARE DUE: 06/11/19 at 3:00 PM
PROPOSALS WILL BE OPENED: 06/12/19 at 10:00 AM

PROPOSALS MUST BE VALID FOR A PERIOD OF: **180 Days**

VENDOR NAME:	*AUTHORIZED SIGNATURE (MANUAL) *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the respondent.
VENDOR MAILING ADDRESS:	
CITY-STATE-ZIP:	
PHONE NUMBER:	
TOLL FREE NO.:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

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

I certify that the material terms and the proposed prices contained in this response to this Request for Proposal (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this Solicitation. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this Solicitation, or to induce an entity to forbear from filing a response, and that this response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this Solicitation for the Respondent and that the Respondent is in compliance with all requirements of this Solicitation; including, but not limited to, the certification requirements contained in this Solicitation as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders' final payment to the Respondent.

Respondent agrees to abide by all conditions of this Response and, if selected, to perform in accordance with all terms of the Solicitation and any contract arising there from.

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

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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SECTION 1.00 INTRODUCTION

1.01 Purpose and Scope. The Florida Department of Environmental Protection (hereinafter referred to as the Department and/or DEP) is requesting proposals from qualified Contractors (hereinafter referred to as the “Respondent” or “Contractor” or “Vendor”) for complete seagrass restoration of vessel grounding sites located in Lignumvitae Key Submerged Land Management Area (LKMA) in Islamorada, Florida, (Figure 1).

This service is for the following tasks:

- A. Replacement of displaced sediments on site;
- B. purchase and delivery of new fill material from off site;
- C. deposition of new fill material;
- D. turbidity monitoring;
- E. installation of bird stakes;
- F. planting unit installation, and;
- G. leveling/cleanup.

Assigned work will be tasked by the Department as needed on a task assignment basis. Specific work assignments and deliverables will be determined by the scope of each task assignment as deemed necessary by the Department. The Department also desires that the Contractor be available on call for emergency restoration/immediate stabilization of new grounding sites requiring sediment replacement and/or filling with new sediment.

1.02 Timeline of Events. The following schedule will be strictly adhered to in all actions relative to this Solicitation. The Department reserves the right to make adjustments to this schedule and will notify participants in the Solicitation by posting an addendum on the Vendor Bid System (VBS). It is the responsibility of the Respondent to check VBS on a regular basis for such updates.

Event	Date	Time	Location/Method
RFP Advertised	April 15, 2019		Vendor Bid System
Notify Procurement Officer of Intent to Attend the Pre-Bid Site Visit	May 16, 2019	4:00 pm	Email to Procurement Officer
Mandatory Pre-site Visit	May 21, 2019	10:00 am	Lignumvitae Key State Park 77200 Overseas Highway Islamorada, Florida 33036
Vendor Questions Due	May 28, 2019		Email to Procurement Officer
Questions & Answers Addendum, on or about	June 4, 2019		Vendor Bid System
Vendor Proposals Due	June 11, 2019	3:00 pm	Mail to Department: RFP 2019012 Bureau of General Services, Procurement Section 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000
Public Opening	June 12, 2019	10:00 am	Conference Room 153 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000

References Contacted	June 17, 2019 through June 21, 2019	By Phone and/or Email by Department
Intent to Award, on or about	July 15, 2019	Vendor Bid System

***All times referenced in this solicitation are current local time in Tallahassee, Florida**

1.03 Procurement Officer.

Lori L. Anderson, Procurement Officer
 Bureau of General Services – Procurement Section
 Florida Department of Environmental Protection
 Commonwealth Boulevard, MS#93
 Tallahassee, Florida 32399-3000
 Email: lori.l.anderson@dep.state.fl.us

Pursuant to section 287.057(23), F.S., and the PUR 1001, the Procurement Officer is the sole point of contact from the date of release of this RFP until the Contract award is made. Violation of this provision may be grounds for rejecting a Proposal.

Refer ALL inquiries in writing to the Procurement Officer by email. Responses to timely questions posed to the Procurement Officer will be posted on the VBS. The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section.

*****ALL EMAILS TO THE PROCUREMENT OFFICER SHALL CONTAIN THE SOLICITATION NUMBER 2019012 IN THE SUBJECT LINE OF THE EMAIL*****

1.04 Anticipated Contract Term and Renewal. The term of the Contract will begin upon execution by both parties and remain in effect for a period of five (5) years unless cancelled earlier in accordance with the terms of the Contract. The Department reserves the right to renew any Contract resulting from this Solicitation. Renewal(s) shall be in writing and subject to the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than five (5) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

1.05 MyFloridaMarketPlace Vendor Registration. Prior to execution of the Contract by the Department, Awarded Vendor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available on, and registration may be completed at the MFMP website. Prospective vendors who do not have Internet access may request assistance from MFMP Customer Service.

The following United Nations Standard Products and Services Code (UNSPSC) are provided to assist potential Respondents in their registration efforts:

- | Code | Title |
|------------|--|
| • 70101700 | – Fishery Industry and Technology; |
| • 70111601 | – Planting Services; |
| • 71122307 | – Subsea Dredging Trenching and Excavation Services; |
| • 72141200 | – Marine Construction Services; |
| • 72141206 | – Dredging Service; |
| • 72141500 | – Land Preparation Services; |

- 76121900 – Hazardous Waste Disposal;
- 77101700 – Environmental Advisory Services;
- 77111603 – Land Reclamation Services;
- 81171500 – Marine Biology Services;
- 81171600 – Ecological Science Services; and
- 81171700 – Botanical Science Services.

1.06 Diversity. The Department is dedicated to fostering the continued development and economic growth of small, minority-owned, veteran-owned, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department’s effort.

To this end, small, minority-owned, veteran-owned, and women-owned business enterprises are encouraged to participate in the State’s procurement process as both prime Respondents and subcontractors under prime contracts. Respondents are encouraged to partner with certified small, minority-owned, veteran-owned, and women-owned businesses for contract performance. Enterprises that desire to be certified as a small, minority-owned, veteran-owned, or women-owned business and prime contractors who wish to partner with these entities can request certification information from the State’s Office of Supplier Diversity (OSD) within the Florida Department of Management Services.

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SECTION 2.00 RFP PROCESS

2.01 Mandatory Pre-Proposal Site Visit. A MANDATORY pre-proposal site visit is scheduled as specified in the Timeline of Events. The purpose of this visit is to provide an opportunity for the Vendor to see the conditions of seagrass damage and the restoration needs for the proposed area.

Attendance at the pre-proposal site visit is mandatory. Failure by a Respondent to attend or be represented at this pre-proposal site visit will constitute a nonresponsive determination of their Proposal package. Proposals found to be nonresponsive will not be considered.

Please note, part of the pre-proposal site visit includes a boat ride. The Respondent shall notify the Procurement Officer if they plan to attend the site visit via email. The email must include contact information and be received at least two (2) days prior to the date of the site visit as provided in the Timeline of Events.

Prospective Respondents should arrive at least 30 minutes prior to the applicable mandatory pre-proposal site visit time to allow enough time to arrive, park, walk and gain entry to the vessel.

Accessibility for Disabled Persons: Any person requiring special accommodations at any Pre-Solicitation Conference, public opening, or event because of a disability or physical impairment should call the listed contact person no later than five (5) days prior to the event. If you are hearing or speech impaired, please contact the Department using the Florida Relay Service at 1(800) 955-8771 (TDD).

Rockal Archie, Employee Relations Manager
Department of Environmental Protection,
Bureau of Human Resource Management
HR_ER@FloridaDEP.gov
(850) 245-2485 (voice) or 711 (Florida Relay Service)

2.02 Questions.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #5, Questions.

Information will not be provided by telephone. Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing to the Procurement Officer no later than the time and date specified in the Timeline of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. All questions and answers will be posted on the VBS. Questions will not constitute a formal protest of the specifications or of the Solicitation.

Responses to all written inquiries, and clarifications or addenda if made to the Solicitation, will be made through the VBS. It is the prospective Respondent's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the VBS

Each submission shall identify the submitter and have the solicitation number 2019012 in the subject line of the email. Questions must be submitted in the following format to be considered:

Question #	RFP Section	RFP Page #	Question

2.03 Proposal Preparation. After the question and answers have been posted to VBS, Respondents may prepare and submit a Proposal based on the requirements identified in this Solicitation and any addenda to the Solicitation. Respondents are encouraged to submit their Proposals no earlier than five (5) days prior to the submission deadline. Proposals must be submitted by the deadline listed in the Timeline of Events.

2.04 Administrative Review. All Proposals will be reviewed by the Procurement Officer to ensure that complete Proposals have been submitted and to ensure that the Proposals meet the minimum requirements of this Solicitation. Complete Proposals that meet the minimum requirements of this Solicitation will be sent to the Evaluation Team for their qualitative review. In order to foster maximum competition, the Department will seek to minimize Respondent disqualifications resulting from non-responsiveness during the administrative review process. Therefore, the Department may, in its sole discretion, notify Respondents whose qualifying information or documentation does not meet the requirements of the Solicitation and will allow the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Department.

2.05 Administrative Cure Process. In the interest of maximizing competition, the administrative cure process seeks to minimize, if not eliminate, Respondent disqualifications resulting from nonmaterial, curable deficiencies in the Proposal. During the Administrative Review portion of the evaluation, if the Department determines that a nonmaterial, curable deficiency in the Proposal will result in the disqualification of a Respondent, the Department may notify the Respondent of the deficiency and a timeframe within which to provide the information. This process is at the sole discretion of the Department; therefore, the Respondent is advised to ensure that its Proposal is compliant with the Solicitation at the time of submittal.

2.06 General Evaluation Information. The Department reserves the right to accept or reject any or all Proposals received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the Proposals submitted. No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and the Respondent will not be relieved any liabilities and obligations due to any such lack of knowledge.

The Department 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 Proposal. In submitting its Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

2.07 Basis of Award. The Department seeks to award a Contract to the responsive and responsible Respondent whose Proposal receives the highest Final Score and is determined to be the most advantageous to the State, taking into consideration the price and other criteria detailed in this Solicitation.

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

2.08 Posting of Agency Decision.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Paragraph #3, Electronic Posting of Notice of Intended Award.

The Department will post a Notice of Intent to Award, on the VBS website. If the Department decides to reject all Responses, it will post its notice on the same VBS website. The Notice of Intent to Award will be posted for review by interested parties on the VBS on or after the date listed on the Timeline of Events.

2.09 Addenda. If the Department finds it necessary to supplement, modify, or interpret any portion of the Solicitation documents, a written "Addendum" will be posted on the VBS. It is the responsibility of the prospective Respondents to be aware of any Addenda that might have a bearing on their Proposal.

2.10 Department's Reserved Rights. The Department 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 Proposal. In submitting the Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

The Department reserves the right to:

- A. Reject any and all Proposals at any time, including after an award is made when doing so would be in the best interest of the State of Florida.
- B. Award to the next Respondent if the selected Respondent is unable to meet the terms and conditions of the Solicitation.
- C. Award to a single Respondent or multiple Respondents, or to make no award, as determined to be in the best interest of the State.
- D. Determine a Proposal non-responsive.
- E. Waive any minor irregularity, technicality, or omission if the Department determines that doing so will be in the best interest of the State of Florida.
- F. Withdraw the RFP at any time, including after an award is made, when doing so would be in the best interest of the State of Florida.
- G. Withdraw or amend its Notice of Award at any time prior to execution of a contract, including, but not limited to situations in which the selected vendor fails to execute the contract.
- H. Withdraw or amend its Notice of Award if the Contractor defaults in performance.
- I. Re-procure services in accordance with Rule 60A-1.006(3), F.A.C.
- J. To make an award without further discussion of the Proposals submitted.

By exercising the above listed rights, the Department assumes no liability to any Respondent.

2.11 Responsiveness. The Department may determine a reply nonresponsive if it: a) is irregular or are not in conformance with the requirements and instructions contained herein; b) fails to use or complete prescribed forms; and/or c) has improper or undated signatures. A NONRESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.

2.12 Evaluation of Proposals. The Department will review, evaluate, and score the Respondent's Proposal based on the criteria and procedures included in Evaluation Criteria. Evaluators will work independently, and separately submit their scores to the Procurement Officer. There will be no meeting, publicly, or otherwise, of the evaluation team to discuss the evaluation results of this RFP.

2.13 Contract Formation. A copy of the Proposed Contract containing all requirements is included. The requirements contained in the Proposed Contract should be closely reviewed by the Respondent. The Scope of Work and Price Sheet will be incorporated into the final Contract.

All entities seeking to do business with the Department shall, prior, to the execution of the Contract, be appropriately registered with the Florida Department of State, Division of Corporations (Sunbiz.org). Information regarding the registration process is available at MyFlorida.com.

2.14 Protest Rights. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Documents received after Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m., Eastern Time) will be filed the following business day.

All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped, physically or digitally, by the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's address is:

Agency Clerk, Office of General Counsel
Department of Environmental Protection
3900 Commonwealth Boulevard
Douglas Building, MS#35
Tallahassee, Florida 32399-3000
Email: Agency_clerk@floridadep.gov

Do not send Proposals to the Agency Clerk's Office. Send all Proposals to the Procurement Officer identified in the solicitation.

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SECTION 3.00 INSTRUCTIONS TO RESPONDENTS

This section contains the General Instructions and Special Instructions to Respondents. The "General Instructions to Respondents" Form PUR 1001 is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS) or at [Form PUR 1001 General Instructions to Respondents.pdf](#).

3.01 Instructions for Preparation of the Proposal. The instructions for this Solicitation have been designed to help ensure that all Proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.

Part I, Technical Proposal: The Technical Proposal shall consist of the following Tab's A through F:

- A. **Tab A - Solicitation Acknowledgement Form:** The Solicitation Acknowledgement Form (page one of the VBS Solicitation) shall be completed as instructed. The original signed copy shall be submitted in one (1) copy of the Proposal package marked "Original". One (1) electronic copy of the complete Technical Proposal, in .pdf format, shall be provided on a CD, DVD, or USB memory stick.

If Respondents submit a Proposal as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

- B. **Tab B - Technical Response:** The Technical Proposal Package shall be prepared by each Respondent using 8.5" x 11" paper (one-inch margins) and should use double-sided printing. Using the description of work outlined in the Scope of Services, Respondents shall prepare their Technical Proposal Package in the order outlined below for ease of the identification and review by the evaluators. If a portion of any section is omitted, the Respondent will receive a score of zero for that section. However, Respondent shall not use the tab pages to present additional information.

1. **Introduction (limited to one (1) page):** This section should provide a general description of how the Respondent will accomplish the overall goal of seagrass restoration.
2. **Background and Organizational Structure (limited to three (3) pages):** This section shall provide information on the historical background of the Respondent and on the Respondent's organizational structure. This should include years in operation and years involved in work related to seagrass restoration. In addition, Respondents should present the organizational structure of the proposed team and outline the responsibilities of each team member, as applicable.
3. **Respondent Qualifications and Experience (limited to twenty (20) pages):** This section should present the qualifications of the Respondent and Respondent's team. The following topics must be addressed:
 - a) Each Team member's experience and examples of qualifications to perform assigned tasks should be outlined. The resume or curriculum vitae for the proposed project manager and principal point of contact must be provided;

- b) Respondent’s knowledge of and experience with seagrass restoration projects, list any projects that have been completed for the Florida Park Service, include location and dates completed; and
 - c) Respondent’s knowledge of and experience in following permit requirements specified by the South Florida Water Management District (SFWMD) and the U.S. Army Corp of Engineers (USACOE). Include respondent’s knowledge of best practices to reduce impacts to surrounding seagrass beds including but not limited to turbidity control.
4. **Proposed Project Approach:** Proposals shall include a description for each of the following activities:
- a) Methods for conducting restoration work of the three items described below based on the Department’s expectations in a timely manner;
 - i. **Item #1 – Topographic Installation – Fill Material**
 Expectations: All work sites will be performed within the boundaries of the LKMA, an area of approximately 10,000 acres (location shown in Figure 1 of the Scope of Work). Fill material must come from a local source and be of calcium carbonate in make-up. The Contractor will install the fill material directly into the injury feature, and without the use of tubes or bags. DEP staff will determine the approximate amount of fill material that will be required for restoration. The Contractor shall rinse the fill material offsite to minimize turbidity during topographic installation, and shall stockpile all materials and equipment only within areas so designated by DEP.
 - ii. **Item #2 – Bird Stakes**
 Expectations: See Figure 2 in the Scope of Services for the specifications for construction and installation of bird stakes. Depending upon the restoration site, the length of the bird stake will be either 6 feet or 10 feet in length. DEP staff will make the final decision on how many stakes the contractor will install on site.
 - iii. **Item #3 – Planting Units**
 Expectations: Planting units will consist of at least four short shoots and at least two apical meristems of shoal grass (*Halodule wrightii*). DEP staff will select the donor site for harvesting the planting units. Planting units will be installed using a bamboo sod staple, or biodegradable material.
 - b) Availability for projects requiring immediate stabilization.
- C. **Tab C- Respondent/Subcontractor Summary Form:** On the Respondent/Subcontractor Summary Form provided, the Respondent shall list the name of the Respondent(s)/Subcontractor(s) and indicate the one business category of the Respondent/Subcontractor.
- D. **Tab D - Vendor Principal Place of Business Attestation:** The Respondent shall complete and submit the Principal Place of Business Attestation Form, indicating whether its principal place of business is within the State. For the purpose of this Solicitation, “principal place of business” means the state in which the Respondent’s high-level officers direct, control, and coordinate the Respondent’s activities.

Consistent with section 287.084 (2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on the Principal Place of Business Attestation Form.

E. **Tab E - Disclosures and Attestations:** Each Respondent must complete and include the following Disclosures and Attestations:

- Vendor Financial Attestation
- Vendor Responsibility Disclosure
- Vendor Conflicts of Interest Attestation
- Vendor Drug-Free Workplace Attestation
- Certification Regarding Scrutinized Companies Lists

Part II, Past Performance/Client References (Tab F) (Must use pages provided):

- A. The Respondent must provide the required information on the Client Reference Form for three (3) verifiable clients for which the Respondent has completed projects similar in nature to this Solicitation over the past five (5) years.
- Confidential clients shall not be included.
 - The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed).
 - Clients that are listed as subcontractors in the Respondent’s proposal will not be accepted as Past Performance references under this Solicitation.
 - A client that is currently a parent or a subsidiary company to the Respondent will not be accepted as a Past Performance references under this Solicitation.
 - For Respondents that submit a proposal as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture.
- B. A Department representative will contact ALL three (3) references provided by the Respondent via telephone to complete the Past Performance Evaluation form.
- References should be available to be contacted during normal working hours (Monday-Friday, 8:00 a.m.–5:00 p.m.), per the Timeline of Events.
 - The Department will attempt to contact each selected reference by phone up to two (2) times during the duration of time as listed in the Timeline of Events.
 - If the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation.
 - The Department will not attempt to correct incorrectly supplied information.

Part III, Price Proposal (Response Form)

Proposals that do not include a completed Price Proposal (Response Form) in the sealed package marked “Price Proposal” shall be rejected. The Respondent’s Price Proposal (Response Form) must be submitted on the form provided in the Solicitation. Respondents must provide unit rates for each item listed on the Price Proposal Response Form that are required to perform the Scope of Work described herein. Failure by the Respondent to provide a cost for any of the items identified in the Response Form shall result in

the response being deemed non-responsive and therefore, rejected. Footnotes, notations, and exceptions made to this form will not be considered. The Total Price used for the evaluation process will be calculated as the sum of the Total Estimated Price for both the Original and Renewal terms.

3.02 Submittal of Proposal.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001) Paragraph #3, Electronic Submission of Responses.

Respondents shall deliver Proposals to the Department's office designated in the Solicitation Acknowledgement Form before the date and time specified in the Timeline of Events. Any Proposal that is received after the exact time specified in the Timeline of Events is late. Respondents should be aware that the U.S. Postal Service does not guarantee on time delivery for any service other than Express Mail. Late Proposals, as well as Proposals submitted electronically or by facsimile, are Non-Responsive and will not be considered in the Evaluation and are not eligible for Award.

In addition to whatever markings are required for shipment, Proposal packages must be marked to show the Respondent's name and address, the solicitation number, and the date and time Proposals are due. If multiple packages are shipped, package sequences (i.e. 1 of 3, 2 of 4, etc.) must also be indicated on the outside of the package.

Both the Technical Proposal and Price Proposal (Response Form) must be received in accordance with VBS and the Timeline of Events. Sealed Proposals must be executed and submitted in two (2) parts (packages/envelopes) and be marked as follows:

- A. **Part I – Technical Proposal (Tab's A-F)** (One Separately Sealed package); and
- B. **Part II – Price Proposal (Response Form)** (One Separately Sealed package)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

1. **The face of the envelope(s) shall have written on it "Solicitation No. 2019012".**
2. All Solicitations are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.
3. The Respondent must submit one (1) hard copy original and one (1) electronic copy of the Technical Proposal and the Price Proposal to the Department.
4. The original hard copy of the Proposal shall bear original signatures and be marked as the "Original." The electronic copy of the Proposal may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format.
5. The Department will reject Proposals submitted in alternate file formats or which contain information different from that in the hard copy of the Proposal.
6. If Respondent asserts that any portion of the Proposal is exempt from disclosure under the Florida Public Records law, Respondent must submit a redacted version of the Proposal along with the un-redacted version. The redacted copy shall be clearly titled "Redacted Copy."
7. All proposed materials must be packaged so that each box (envelope) of materials shipped to the Department does not exceed 25 pounds.
8. Respondents submitting are advised to assure the files are not corrupt prior to mailing as any material which is not readable will not be considered.

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

3.03 Alternate Proposals. A Respondent may not submit more than one (1) Proposal. The Department seeks each Respondent’s single-best Proposal.

3.04 Elaborate Proposals. It is not necessary to prepare your Proposal using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Proposal shall be prepared in accordance with the instructions herein.

3.05 Evaluation Criteria Scoring. With the exception of the cost and past performance reviews, each proposal will be reviewed by at least five (5) evaluators. Each of the evaluators will work independently using the evaluation criteria contained in the Evaluation Criteria Scoresheet. A Department representative will contact references via telephone to obtain the past performance reviews. The DEP Procurement Section will evaluate the cost section of the Proposal. The scores for the past performance reviews and the cost evaluation shall be provided to the evaluators for inclusion on their score sheets for calculation of the total numerical rating. The DEP Procurement Section will use the total point scores to rank each Respondent by each evaluator, and then calculate an average rank for each proposal for all evaluators. The DEP Procurement Section shall present the average rankings to the Director of Recreation and Parks, who will then determine the recommended contract award.

For example:

Firm	Raw Points Received	Rank
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

In the event that multiple firms have the same raw point score, the rank positions for these firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each tied firm receives a rank of 3.5. All proposals must comply with the terms of this Solicitation.

3.06 Assertion of Confidentiality Regarding Submitted Materials.

- A. Proposals should contain only information that is responsive to the Solicitation. Any relevant and responsive information submitted which is asserted by Respondent to be proprietary, trade secret, intellectual property, or otherwise confidential (“Confidential Information”) and which Respondent claim as privileged from disclosure despite any applicable Florida Public Records Law, must be clearly marked as such in the un-redacted version of the Proposal, and either removed from or obliterated in the Redacted Copy.
- B. If Respondent fails to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Proposal.
- C. The Redacted Copy should redact all, but only, those portions of material that Respondent asserts are Confidential Information. Respondent must identify the statutory citation supporting its claim of confidentiality for each and every redaction.

D. Failure to identify asserted Confidential Information in Proposals, and/or to redact such information in the Redacted Copy, shall constitute a waiver of any claim of confidentiality or exemption to such information, document or Proposal.

3.07 Conflict of Interest. The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

3.08 Disclosure. Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this Solicitation after evaluations are complete.

3.09 Firm Proposal.

NOTE: This section supersedes Section 2.00, General Instruction to Bidders (PUR1001), Paragraph 14, Firm Response.

The Department may make an award within one hundred eighty (180) days after the date of the Proposal opening, during which period the Proposal submitted shall remain firm and shall not be withdrawn. If an award is not made within one hundred eighty (180) days after the Proposal opening date, the Proposal shall remain firm until either the Department posts an Agency Decision, or the Department receives a written notice from the Respondent that the Proposal is withdrawn, whichever occurs first. Any Proposal that expresses a shorter duration shall be rejected.

3.10 Misrepresentations. All information submitted, and representations made by the Respondent are material and important and will be relied upon by the Department in awarding the contract. Any misstatement or omission (a "Misrepresentation") shall be treated as a fraudulent concealment of the true facts relating to submission of the Solicitation. A misrepresentation shall be a basis for the Department to disqualify the Respondent from participating in this Solicitation, and any re-solicitation pertaining to this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

3.11 Public Requests for Proposals.

- A. If a public records request for the Proposal is made, the Department will provide the requestor access to the Redacted Copy, bearing Respondent's assertion of exemption from disclosure. If Respondent failed to submit a Redacted Copy, the Department is authorized to produce the entire un-redacted document submitted to the Department in response to a public records request encompassing the Proposal.
- B. If a public records request is made for the un-redacted Proposals challenging the assertion of Respondent's exemption, the Department will notify Respondent. Respondent shall be solely responsible for taking whatever action it deems appropriate to legally defend its claim of exemption from disclosure under the Public Records Law.
- C. Respondent shall obtain either an agreement with the requestor withdrawing its request or commence an action in a court of competent jurisdiction requesting an injunction prohibiting its disclosure within seventy-two (72) hours (excluding weekends and state and federal holidays) of Respondent's receipt of notice of the public records request.

- D. By submitting its Proposal, Respondent agrees that no right or remedy for damages against the Department will arise from disclosure by the Department of the alleged Confidential Information following Respondent's failure to promptly protect its claim of exemption.
- E. By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's assertion that the redacted portions of its Proposal are Confidential Information not subject to disclosure.

3.12 Qualifications. The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation. The Respondent must provide contact information for references as outlined in the Past Performance/Client References section.

3.13 Prime Contractor and Subcontractor. In accordance with the terms of the Acknowledgment Form, a Respondent may not respond to this Solicitation as both prime Contractor and as a subcontractor. The Respondent shall be disqualified if and to the extent it responds to this Solicitation as a proposed prime Contractor and has agreed to serve as a subcontractor to any other Respondent to this Solicitation. A Respondent may not disclose to any other Respondent or subcontractor what prices or terms Respondent has included in its bid as a prime Contractor.

All bids to this Solicitation to provide services as prime Contractors which are received from affiliated entities (those with any common ownership, management or control), shall be rejected if discovered prior to selection and any award or contract thereon shall be terminated if discovered subsequent thereto.

3.14 Florida Department of State Registration Requirements. The Respondent is responsible for registering with the Florida Department of State prior to execution of the Contract unless exempt (see applicable sections of Title XXXVI, Business Organizations, Chapters 605 through 623, F.S.).

3.15 Convicted Vendor List. A company placed on the Convicted Vendor List may not submit a Proposal or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Convicted Vendor List" is published at MyFlorida.com.

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SECTION 4.00 STATEMENT OF WORK

4.01 Purpose. The intent of this Solicitation is to enter into a contract for complete seagrass restoration of vessel grounding sites located in the LKMA in Islamorada, Florida (Figure 1). The following general activities are required of the contractor on a case by case basis: replacement of displaced sediments on site, purchase and delivery of new fill material from off site, deposition of new fill material, turbidity monitoring, installation of bird stakes and leveling/cleanup. Planting unit installation is generally not a seagrass restoration tool that is used in the LKMA, however, if required by the Department, this method will also be included in the restoration protocol. To date, only two of the forty-six restoration sites have utilized planting unit installation.

4.02 Description of Services. The Respondent will provide the restoration of individual vessel grounding injury sites at LKMA. All described restoration methods must be adhered to. Any deviation must be approved by DEP staff prior to implementation.

4.03 Project Summary.

- A. Vessel groundings occur at LKMA on shallow seagrass and coral flats. These groundings result in three (3) major forms of injury: propeller (prop) scars, blowholes, and sediment berms. This Contract will cover topographic restoration of individual vessel injury sites that meet the following parameters:
1. The site location must be within park boundaries;
 2. Topographic restoration will be necessary for injury features that are greater than 0.6 ft;
 3. Bird stake installation will be decided on a case-by-case basis and will be dependent upon the number of bird stakes currently installed within the park boundaries, and the proximity to other restoration sites with bird stakes;
 4. Planting unit installation will be decided on a case-by-case basis but is generally not a restoration tool utilized in LKMA; and
 5. Work at each site will be determined by suitable weather conditions, accessibility and tides to prevent impact to the park's resources during restoration activities.
- B. Work under this Contract will include providing all labor, materials, machinery, tools, equipment and all tasks necessary and incidental to the completion of producing, delivering and installing specified restorative materials at sites within LKMA.
- C. Once a Contract is executed, work required for multi-site projects and for individual emergency sites will be requested by issuance of individual task orders. The task orders will provide a general description of the site and DEP's best estimate of the quantities of fill and bird stakes required, as applicable. The task order will specify the unit prices to be paid for the required materials and activities per the Contract. The final amount paid will be based on the number of units expended to complete the job.

4.04 Work Location and Considerations.

- A. All work will be performed within the boundaries of the LKMA, an area of approximately 10,000 acres (location shown in Figure 1).
- B. DEP staff will collect field data at individual vessel grounding sites to be restored and, based upon that data, will estimate how much material (coarse gravel, pea gravel, lime rock screenings and bird stakes) will be required for restoration. Due to the nature of field data collection and the physical conditions at LKMA, the estimates will not be exact but will be DEP's best estimate of the maximum amount of material needed. The Contractor acknowledges and agrees that these are only estimates and that the actual amounts required may be higher or lower. As outlined above, the Contractor will be paid for site work based on the actual amount of material handled upon completion of the job in accordance with the agreed rates in the Contract and individual task orders.

- C. All work is to be conducted according to the specifications and requirements contained in the permits issued by the U.S. Army Corp of Engineers (USACOE) and the South Florida Water Management District (SFWMD), and the Letter of Authorization (LOA) from the Florida Keys National Marine Sanctuary (FKNMS) for this work. DEP shall obtain all of the necessary permits and shall have full discretion to ensure that all work complies with the permits.
- D. The staging area for site work shall be either the LKMA land base, located on Lower Matecumbe Key, or the state park tour boat and boat ramp landing area located on Indian Key Fill. The construction operation shall not unduly interfere with the regular operation of the staging area including regular park staff operations and public access to the shoreline and boat ramp. The Contractor shall rinse the fill material offsite to minimize turbidity during topographic installation, and shall stockpile all materials and equipment only within areas so designated by DEP.
- E. The Contractor is responsible for complying with all pertinent local, state and federal regulations and all applicable environmental requirements at all times. Specifically, the Contractor shall comply with standards applicable to work within a managed natural resource area including avoiding damage to park resources. In particular at LKMA, it is imperative that the Contractor ensure all anchoring and operation of vessels is conducted in such a manner as to avoid coming in contact with vegetated bottom habitat (seagrass and algae) and to keep turbidity to a minimum. Failure to comply with any of these regulations or requirements may, at the sole discretion of the Department, result in the immediate termination of the Contract.
- F. The Contractor shall maintain an awareness of weather and tidal conditions for purposes of maintaining a safe and efficient work environment and avoiding disturbance of park resources. The Contractor will coordinate with LKMA staff during the pre-construction meeting regarding any low tide periods where work may be limited.
- G. There shall be a pre-construction conference for each separate task order (arranged by the DEP). The conference shall include the Contractor and appropriate DEP staff and may be held on site or via phone communication at the discretion of DEP. The Contractor and DEP shall agree, during the pre-construction meeting, on procedures to be followed in the event of a hurricane or an emergency. The DEP may restrict working hours during these events.
- H. The Contractor is responsible for final site cleanup and shall maintain a safe construction site at all times. The Contractor is responsible for the security of equipment during working hours and equipment left on the job site outside working hours. Equipment should not pose a hazard to any normal park or other operation in the staging area. Any damage to or loss of equipment due to vandalism, accident, theft or other cause is the sole responsibility of the Contractor as the DEP cannot guarantee the security of or restricted access to the staging area.
- I. The Contractor shall refer any and all questions from the general public to the Department's Contract Manager.

4.05 Products.

The Contractor shall provide:

- A. Fill Material.
 - 1. Procure and deliver to the staging area the required amounts of pea gravel (0.25") and coarse gravel (1" to 1.5"), as applicable. All gravel must have undergone one thorough water wash prior to delivery to the staging area. Water wash at the staging area is prohibited unless special arrangements are made with DEP staff. DEP staff inspection of each load is required prior to deployment to the restoration area.
 - 2. Fill material must come from a local source and be of calcium carbonate in make-up.
 - 3. Procure and deliver to the staging area the required amount of lime rock screenings. Screenings should be the consistency of coarse sand. DEP staff inspection of each load is required prior to deployment to the restoration area.

4. Deliver fill materials in stages during the filling process and place them within the limits of the staging area designated by DEP staff. As material is deployed from the staging area to the restoration sites, new gravel deliveries may be made to the staging area.
5. Any excess gravel remaining upon completion of the filling job will be left in the designated area for the next job or otherwise disposed of as agreed by the Contractor and DEP at the pre-construction conference.

B. Bird Stakes.

1. Provide the following materials for each bird stake as follows:
 - a) 6-foot length of 1-inch polyvinylchloride (PVC) for pole staff;
 - b) 4-inch segment of pressure treated 2-inch by 4-inch wood bloc; and
 - c) Marine-grade glue.
2. Assemble each bird stake as follows (see Figure 2):
 - a) Drill a 1-inch hole into a narrow side of the wood block; and
 - b) Apply marine glue and insert a PVC staff pole into the hole.

The Contractor may elect to fully assemble the stakes prior to installation or put the wood blocks on the top of the stakes at the restoration site. However, no marine glue, PVC pieces or other trash may be allowed to enter the water. DEP staff will make the final decision on how many stakes the contractor will install on site.

C. Planting Units.

1. Provide planting units that consist of at least four short shoots and at least two apical meristems of shoal grass (*Halodule wrightii*).

4.06 Execution.

A. Sediment Replacement.

1. This action is required when the operator of a grounded vessel has attempted to power off the flat, excavating sediments from below the propeller and causing them to be deposited on the adjacent flats. The deposited sediments are referred to as a "sediment berm." Replacement of these sediments back into the grounding injury (blowhole) is done in order to achieve two main objectives:
 - a) Uncovering any seagrass, corals and other living marine resources buried by the berm; and
 - b) Preventing loss of the newly exposed berm material due to erosion.
2. Sediment berms should be replaced back into the grounding injury (blowhole) as soon as possible but generally no later than one month from creation. This time period may be extended by DEP staff if deemed appropriate, however time is of the essence.
3. DEP staff will delineate the limits of the sediment berm and provide an estimate of the volume in cubic yards. This estimate may be revised at the completion of the job by DEP staff based on further measurements. The final volume determined by DEP staff shall be used to calculate the total price based on the unit price provided for by the contract and task order.
4. Displaced sediment will be relocated from the berm back into the grounding injury or "blowhole" using a method previously accepted by DEP. Acceptable methods that have been used in the past include raking by hand and use of a small water pump and hose to gently dislodge and direct sediments back into the hole.
5. As sediment is replaced, hand raking will be performed as needed to evenly distribute it throughout the blowhole and try to achieve to the maximum extent possible a level finished grade.
6. Once seagrasses are sufficiently uncovered so that the blades extend into the water column on their own, sediment removal can be terminated. DEP staff will determine at that point whether

the injury will require additional fill from off site. Generally, if the finished grade in the hole is within six (6) inches of the adjacent natural grade, no further fill will be added.

B. Filling.

1. DEP staff will delineate on each site with the Contractor the feature to be filled.
2. Load gravel onto the transport at the staging area. The loading method shall be efficient and neat and should not cause damage other than normal wear and tear to park structures or facilities.
3. Transport gravel to the fill site during appropriate tides so that entry and exit on the flat does not involve vessel damage to the flat. Separate vessels for transport and offloading may be used if an anchoring plan is approved by DEP during the pre-construction meeting. The Contractor will install the fill material directly into the injury feature, and without the use of tubes or bags. DEP staff will determine the approximate amount of fill material that will be required for restoration.
4. Deposit and spread gravel into designated grounding injury features to bring topography to adjacent grade. Deposit gravel into the delineated fill site and spread as needed by hand. Coarse gravel will be deposited first as needed to stabilize the bottom of the injury. Pea gravel mixed with lime rock screening will be deposited into the injury feature without adverse impacts to the adjacent seagrass bed. The site shall be filled to adjacent grade. Fill must meet elevation tolerance levels. A level laid across the finished site at any random point must show a difference of less than four (4) inches between fill site grade level and natural grade level. Figure 3 shows cross sections for typical fill configurations.
5. For sites directly adjacent to channels where the injury opens into the channel, a revetment type structure of coarse gravel may be required (Figure 3). In this case, an attempt will be made to construct the revetment as close to the channel as possible while allowing it to find its own angle of repose. Coarse gravel may be brought up to the surface (adjacent grade) to ensure revetment stability.
6. The finished site should be as level as possible and should form a seamless match to adjacent grade at all edges to the maximum extent possible without covering adjacent live seagrass. Fill must meet elevation tolerance levels.

C. 30-Day Contingency Filling.

1. Upon notification by DEP that any of the sites has settled below the elevation tolerance limits after thirty days from installation, the Contractor shall apply additional fill material to bring sites back to within the tolerance level. The decision to take remedial action on any site that has fallen below tolerance levels is at the sole discretion of DEP. The DEP shall delineate the areas on site needing additional fill material and provide an estimate to the Contractor of additional amounts needed.
2. The finished site shall meet the grade tolerance requirements described in Section B.4 above.
3. The Contractor shall complete the contingency filling within 45 days of notification by the DEP unless otherwise provided for in the task order.

D. Turbidity Monitoring.

1. The state permit establishes a turbidity mixing zone of 10,000 square feet for individual restoration sites. Visual monitoring and documentation of turbidity patterns is required. The contractor shall visually monitor turbidity during the following events:
 - a) Deposition of the first barge or boat load of gravel into the site;
 - b) Deposition of a barge or boat load of gravel into the site on an incoming tide;
 - c) Deposition of a barge or boat load of gravel into the site on an outgoing tide; and
 - d) Deposition of a barge or boat load of gravel into the site on a slack tide.

The monitoring data collected for the first load of gravel can also serve as documentation of one (1) of the tidal cycle monitoring events.

2. The Contractor shall record the following observations during each turbidity monitoring event:
 - a) Length or distance of turbidity plume from the boundaries of the site: record the estimated average distance observed and the greatest estimated distance observed in feet;
 - b) Typical duration of plume persistence until complete dissipation (in the area outside site boundaries) after deposition the barge/boat load of fill; and
 - c) Descriptive nature of typical plume – density relative to background, direction of movement, behavior and dissipation pattern, estimated average water depth in area of plume, duration of changes from time of appearance including how long until submerged bottom is visible and how long until water clarity matches background.

These observations shall be recorded in the field and provided in a concise, readable, coherent form to DEP staff. This item will be a required deliverable in the Contract and task order.

3. The Contractor is hereby made aware that in accordance with the state permit, the work may be suspended and SFWMD staff notified if any of the following occur:
 - a) Plumes larger than 10,000 square feet occur and persist during the job; and
 - b) Plumes do not dissipate within 1 hour of work stoppage.

Work suspension shall be at the sole discretion of DEP. Continuance of the job will be allowed only upon evaluation and implementation of appropriate additional turbidity control measures, if any, in consultation with SFWMD staff. If the problem cannot be rectified to the satisfaction of the SFWMD, the DEP and the Contractor and in compliance with the current permit, the job will be terminated, and the Contractor will be paid for work completed.

E. Bird Stakes.

1. For filled sites, bird stake installation may be performed only upon DEP staff notification that the site meets applicable fill elevation requirements. This will generally occur at 30 days from completion of initial filling or upon completion of the 30-day contingency filling.
2. Install the bird stakes according to the following method:
 - a) Assembled stakes for the current job may be stockpiled in the designated staging area during the installation job;
 - b) Stakes should be installed at each injury site, completing one (1) site before going on to another site. Bird stakes should be installed on 2.0m centers, and 0.5m from the edge of the adjacent seagrass bed;
 - c) The stake layout shall be confirmed with DEP staff at each individual site prior to installation. Figure 4 shows layout patterns typically used for various injury types;
 - d) Stakes should generally be set starting at one (1) end or side of a damage feature and then at specified centers across the feature;
 - e) All stakes shall be set in less than five (5) feet of water depth and 10 inches above the water surface at mid-tide (approximate mean sea level). Coordinate with DEP staff to confirm estimated tide level during each installation;
 - f) All stakes shall be set such that the long axis of the wood block top is oriented perpendicular to the damage feature, especially in the case of linear scars; and
 - g) All stakes shall be set using hand labor from small shallow draft boats or working directly in the water.

F. Planting Units.

1. DEP staff will select the donor site for harvesting the planting units. Planting units will be installed using a biodegradable sod staple and be installed 0.5 m from the bird stakes.

- G. Mobilization. A mobilization fee may be charged by the contractor for a seagrass restoration project provided that there is greater than four-month lag time between funded projects. This mobilization fee would include all phases of the restoration project including topographic, bird stake installation and planting unit installation.

4.07 Schedule. Regularly-scheduled restoration projects will generally, but not necessarily, be completed during the months of higher annual tides from July through November. Emergency repair of individual sites may occur at any time of the year as closely as possible to the date of the injury. Due to the sensitive nature of submerged benthic resources at the park and the restricted access to the restoration sites, the DEP will endeavor to have the work conducted during that portion of any given month where the highest tides run through a daytime cycle. While the DEP understands that there are limitations to Contractor availability, the DEP desires that the Contractor generally be available and able to mobilize within two weeks for emergency projects and within three months for regularly scheduled projects. The DEP the job duration for any given mobilization shall be limited to a maximum of six (6) weeks and multiple-site projects will be designed in accordance with this goal.

4.08 Inspections.

A. Normal Inspection of Work.

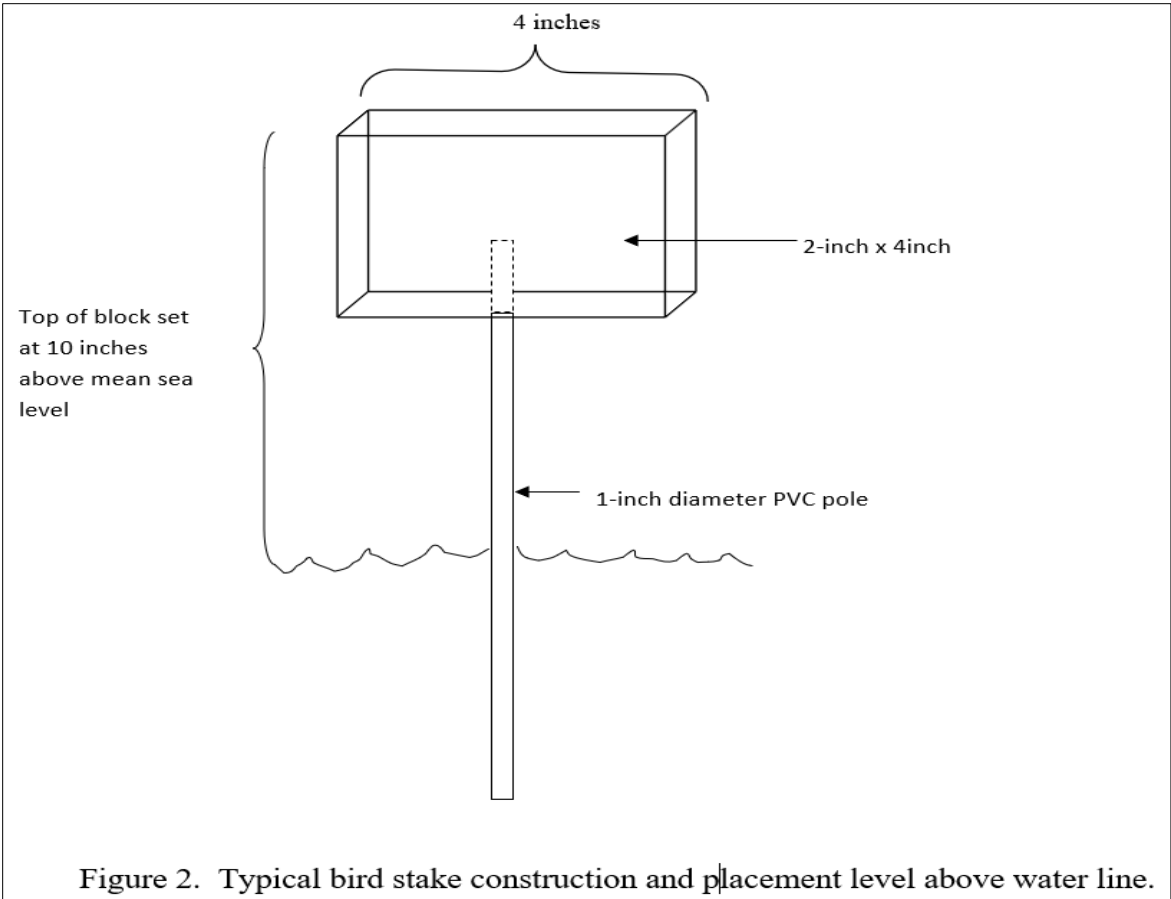
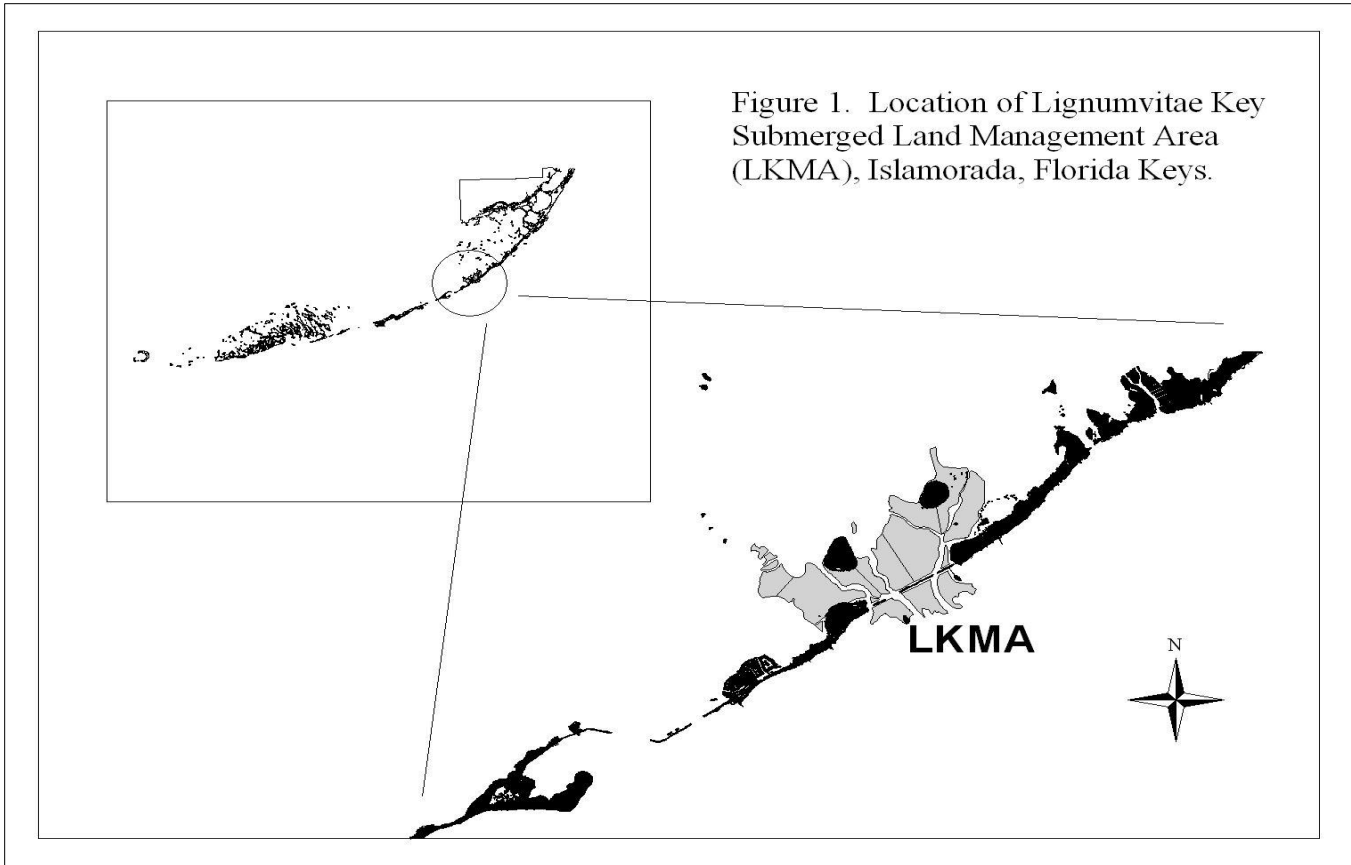
1. DEP staff will provide construction oversight as needed but the contractor is responsible for complying with any and all contract requirements, specifications in the scope of services, and applicable permits and laws. If the contractor is unsure of how to proceed on any particular aspect of a job, DEP staff shall be consulted before proceeding.
2. DEP may inspect the work and sites at any time and shall have regular, reasonable access to the Contractor's work area and equipment as needed to perform these inspections.

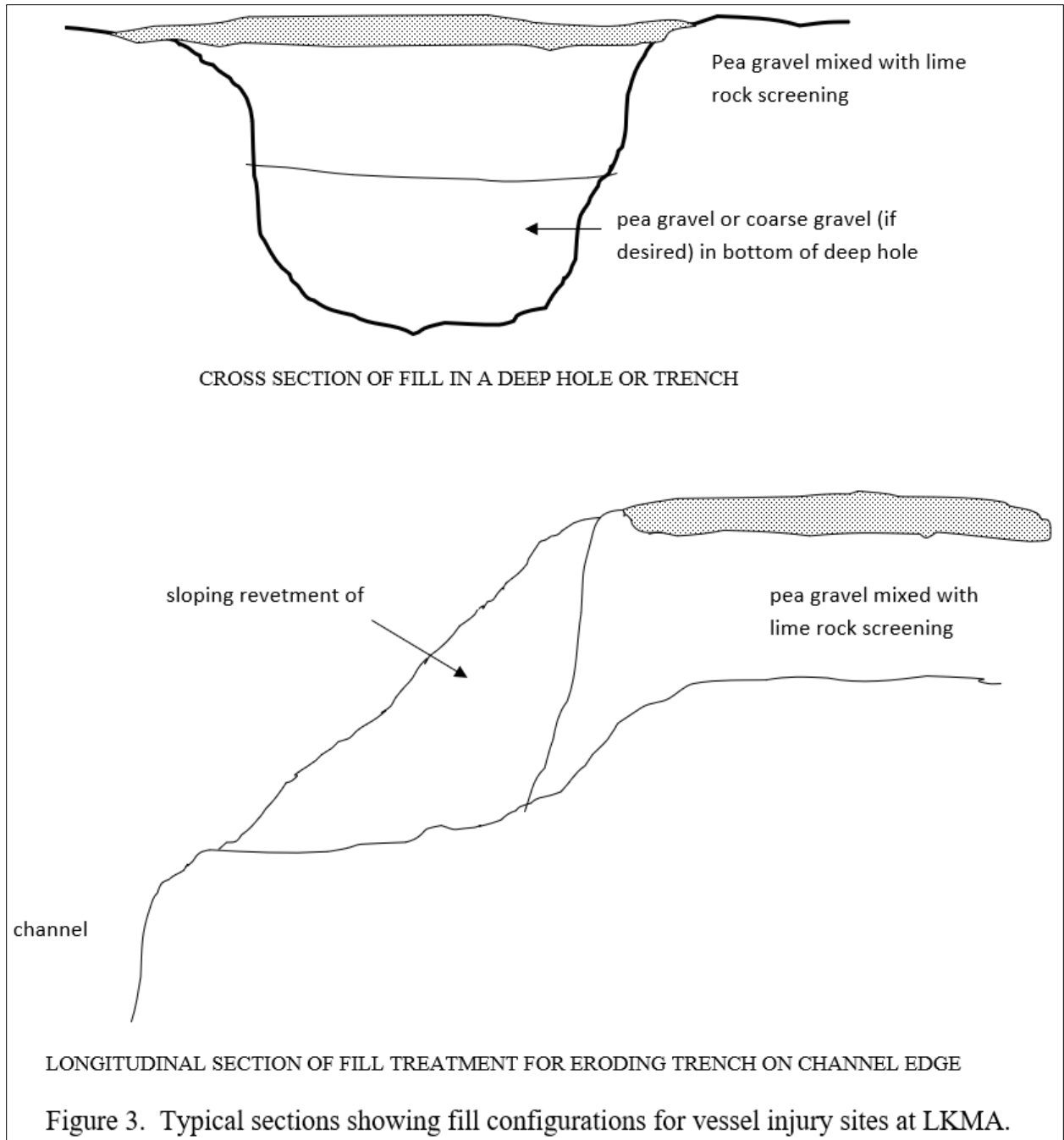
B. Notices and Certification of Completion

1. The Contractor shall provide a notice of job commencement and of job completion. Verbal and email notices are acceptable, but the Contractor will be held responsible for verifying DEP receipt of notice.
2. Upon notice of completion of a job, DEP staff shall inspect the site within 24 hours to certify completion of the task order and Contract requirements.
3. For filled sites, DEP staff shall inspect the sites at 30 days from the notice of completion as described above. DEP shall notify the Contractor of the results of the inspection within three (3) working days of the 30th day of inspection. If DEP fails to notify the Contractor in that timeframe, the site shall be deemed completed and accepted.

Specific work assignments, deliverables, and performance measures will be determined by the Department for each task and described in each task assignment.

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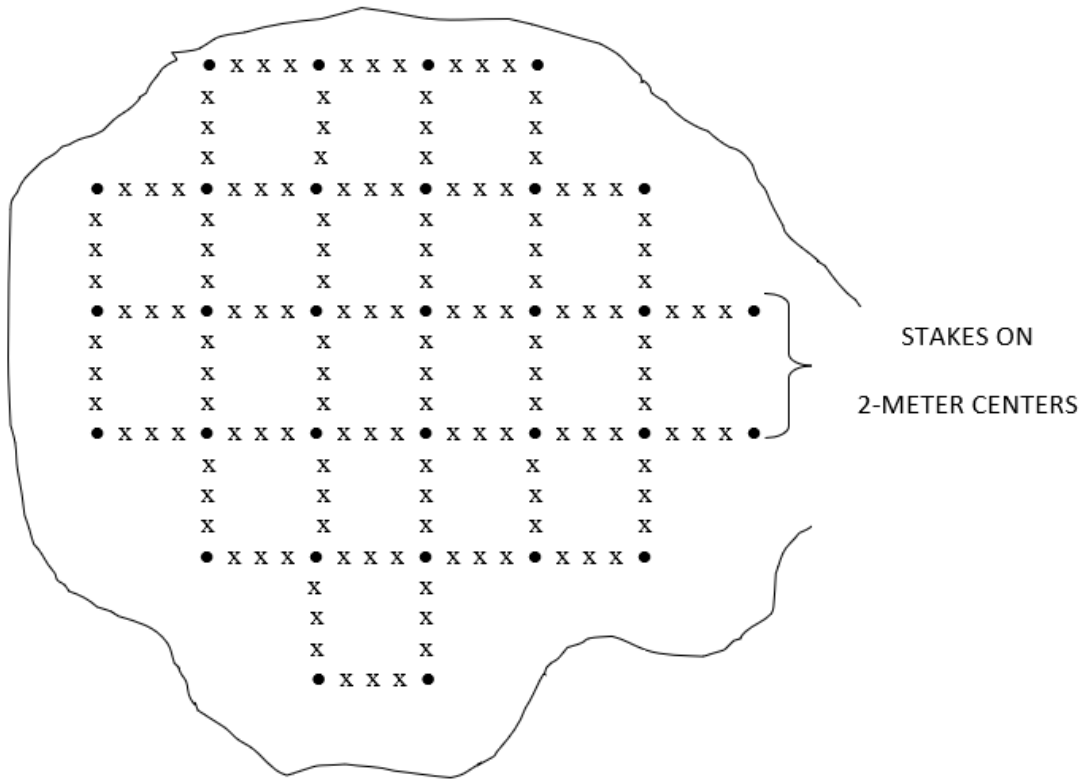


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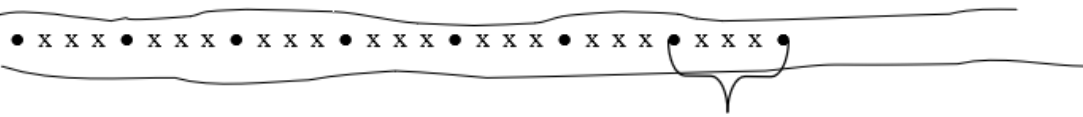
Key:

● = bird stake

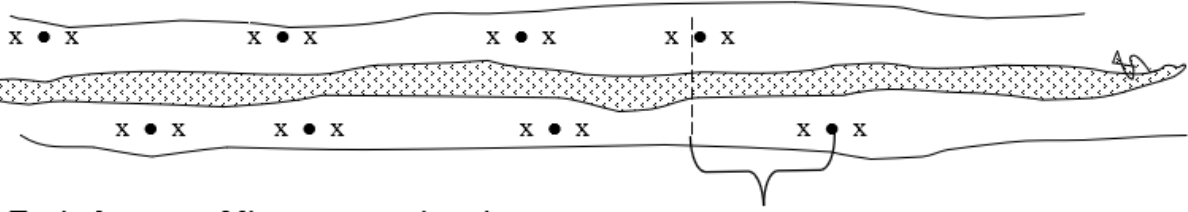
x = Planting Unit



Typical grid pattern over berm, impression or filled blow hole.



Typical linear pattern in single scar.



Typical staggered linear pattern in twin scar.

Figure 4. Typical bird stake and seagrass planting layouts for injury sites at LKMA.

SECTION 5.00 GENERAL CONTRACT CONDITIONS (PUR 1000)

For the purposes of 60A-1.002(7)(b), Florida Administrative Code, all terms in this Contract are considered “Special Conditions.” The [Form PUR 1000 General Contract Conditions](#), is incorporated by reference and can be accessed at MyFlorida.com, Department of Management Services (DMS). In the event of any conflict between the Form PUR 1000 and any Special Conditions, the Special Conditions shall take precedence unless the conflicting term in the PUR Form 1000 is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

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SECTION 6.00 RESPONSE FORM

Award will be made to the highest ranked responsible, responsive Respondent meeting all specifications and conditions set forth in this Solicitation. The Department reserves the right to go to the next highest Respondent should the highest ranked Respondent be unable to meet the terms and conditions of the Solicitation.

The Respondent shall provide prices for each of the items listed below. The prices quoted shall include furnishing the necessary personnel, labor, equipment, services, materials, MFMP transaction fee, licenses and insurance, and otherwise doing all things necessary for or incidental to the performance of work for the stabilization and restoration of seagrass habitat at Lignumvitae Key Botanical State Park in full accordance with services defined in this solicitation. Failure to provide a cost for all specified items shall result in the proposal being deemed non-responsive and therefore, rejected.

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ORIGINAL CONTRACT TERM (5 YEARS)			
ITEM DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY
Item #1 – Topographic Installation – Fill Material			
Course gravel	18-cubic yard load	\$	50 cubic yards
Pea gravel (0.25")	18-cubic yard load	\$	150 cubic yards
Lime rock screening	18-cubic yard load	\$	150 cubic yards
Deployment of material at the restoration site	Cubic yard	\$	N/A
Item #2 - Bird Stakes			
6' Bird stake materials	1 stake	\$	100
6' Bird stake assembly	1 stake	\$	100
6' Bird stake installation	1 stake	\$	100
10' Bird stake materials	1 stake	\$	100
10' Bird stake assembly	1 stake	\$	100
10' Bird stake installation	1 stake	\$	100
Item #3 - Planting Units			
Planting unit harvest	1	\$	30
Planting unit materials and installation	1	\$	30
Item #4 – Mobilization fee per project (provided there is a lag greater than four (4) months between projects)			
	1	\$	1
*ORIGINAL CONTRACT TERM GRAND TOTAL (Department will multiply the unit price by the estimated quantity and then add Items #1, #2, #3, + #4)			
*Original Contract Term Grand Total Price – used for awarding Price Proposal Points			
Signature: _____			
Name of Respondent/Company _____			
Printed/Typed Name of Authorized Signatory and Title _____			
<i>Footnotes, notation, and exceptions made on this form shall not be considered.</i>			

RENEWAL CONTRACT TERM (5 YEARS)			
ITEM DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY
Item #1 – Topographic Installation – Fill Material			
Course gravel	18-cubic yard load	\$	50 cubic yards
Pea gravel (0.25")	18-cubic yard load	\$	150 cubic yards
Lime rock screening	18-cubic yard load	\$	150 cubic yards
Deployment of material at the restoration site	Cubic yard	\$	
Item #2 - Bird Stakes			
6' Bird stake materials	1 stake	\$	100
6' Bird stake assembly	1 stake	\$	100
6' Bird stake installation	1 stake	\$	100
10' Bird stake materials	1 stake	\$	100
10' Bird stake assembly	1 stake	\$	100
10' Bird stake installation	1 stake	\$	100
Item #3 - Planting Units			
Planting unit harvest	1	\$	30
Planting unit materials and installation	1	\$	30
Item #4 – Mobilization fee per project (provided there is a lag greater than four (4) months between projects)			
	1	\$	1
**RENEWAL CONTRACT TERM GRAND TOTAL PRICE (Department will multiply the unit price by the estimated quantity and then add Items #1, #2, #3, + #4)			
**Renewal Contract Term Grand Total Price – used for awarding Price Proposal Points			
Signature: _____			
Name of Respondent/Company _____			
Printed/Typed Name of Authorized Signatory and Title _____			
Footnotes, notation, and exceptions made on this form shall not be considered.			

SECTION 7.00 VENDOR FINANCIAL ATTESTATION

Respondents shall complete and submit answers to the questions set forth below. To be eligible for Contract Award as a Responsible Vendor under section 287.012(25), F.S., Respondent must be able to respond "YES" to each statement below.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)
contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- 1. I have direct knowledge of the financial condition and operations of Vendor. No Yes
- 2. Vendor has sufficient financial resources to honor its short-term obligations and is current on all payments not in dispute. No Yes
- 3. Vendor has financial resources sufficient to honor its long-term obligations and remain in business over the life of the Contract. No Yes
- 4. Vendor's operations generate income which exceeds Vendor's operating expenses. No Yes
- 5. Vendor has the capacity to provide the commodities and/or contractual services as specified in the Contract document, the solicitation, and the response. No Yes

Signature

Date

SECTION 8.00 VENDOR RESPONSIBILITY DISCLOSURE

Respondents shall complete and submit answers to the questions set forth below. For each affirmative answer, Respondents shall provide a detailed, written explanation (1 page) relevant to the issue and attach copies of documents relevant to the written explanation(s) provided (unlimited pages). The Department reserves the right to request additional information, as needed, to determine a Respondent's Responsibility pursuant to section 287.012(25), F.S.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)
contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

Within the past 5 years, has the vendor:

- 1. Been the subject of civil litigation or settlements? No Yes
- 2. Been subject to criminal judgments or administrative actions? No Yes
- 3. Been suspended or barred from participation in any competitive process or contract award? No Yes
- 4. Had any licenses or certifications suspended, revoked, or canceled? No Yes
- 5. Had any contracts or agreements terminated for cause? No Yes
- 6. Been the subject of bankruptcy proceedings? No Yes
- 7. Undergone a major change of organizational structure, ownership, or name? No Yes

Signature

Date

SECTION 9.00 VENDOR CONFLICTS OF INTEREST ATTESTATION

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall indicate whether or not any conflict exists regarding any Florida Department of Environmental Protection employee.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*
 _____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)
 contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor has disclosed all officers, directors, employees, other agents that are presently an employee of the Florida Department of Environmental Protection; and
- Vendor has disclosed all employees that own, directly, or indirectly, an interest of five percent (5%) or more in the Respondent's company, or its affiliates; and
- Vendor's officers, directors, employees, or other agents will not create a conflict in any manner or degree that will adversely impact the performance of the services required to be performed under the Contract.

Employee Disclosure:

Full Legal Name	DEP Position Title	Disclosed Position Held or % of Ownership

Signature

Date

SECTION 10.00 VENDOR PRINCIPAL PLACE OF BUSINESS ATTESTATION

All Respondents must complete section I. If the Respondent’s principal place of business is outside the State of Florida, the Respondent must also have an attorney who is licensed to practice law, in the state of their principal place of business, complete Section II.

Section I. Respondent’s Principal Place of Business

(Please select one)

- The Respondent’s principal place of business is in the State of Florida.
- The Respondent’s principal place of business is outside of the State of Florida.

Section II. Legal Opinion About Foreign State Preferences in Contracting

(Please select all that apply)

- The Respondent’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Respondent’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. *[Please describe applicable preference(s) and identify applicable state law(s) below]*
- The Respondent’s principal place of business is in the **political subdivision** of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision. *[Please describe applicable preference(s) and identify applicable law(s) below]*

RESPONDENT’S ATTORNEY	
Signature:	Phone #: () -
Name:	Address:
State of Licensure:	
Bar Number:	Date of Admission:

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and the Respondent will be liable for costs associated with re-procuring the commodities and/or contractual services.

SECTION 11.00 VENDOR DRUG-FREE WORKPLACE ATTESTATION

Per Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received, the bid, proposal, or reply received from a business that certifies that it has a drug-free workplace in full compliance with the requirements of s. 287.087, F.S. shall be given preference in the award process.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*

_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)
contractually bind Vendor. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Vendor **does** have a Drug-Free Workplace in full compliance with the requirements of s. 287.087, F.S.
- Vendor **does not** have a Drug-Free Workplace in full compliance with the requirements of s. 287.087, F.S.

Signature

Date

SECTION 12.00 CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address: _____

Pursuant to section 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

By signing below, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. If the resulting Contract is for more than one million dollars, the by signing below, the Respondent also certifies that it is not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. I understand that pursuant to section 287.135, F.S., the submission of a false certification may subject the Respondent to civil penalties, attorney's fees, and/or costs.

Certified By: _____,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name and Title: _____

SECTION 13.00 CLIENT REFERENCE FORM

The Respondent shall complete and submit this entire form. Using the form(s) provided in this attachment, Respondent shall identify and include three (3) current and/or past clients, either businesses or governmental agencies, to which the Respondent has provided commodities and/or contractual services of similar scope and size as those identified in the RFP within the last five (5) years.

The three (3) client references provided will be contacted between September 17 – 20, 2018.

I, _____ am the _____ of
(Authorized Representative's Name) *(Title)*

_____, (the "Vendor"), and am authorized to represent and
(Vendor's Legal Name)

contractually bind Vendor. Having been duly sworn, I do hereby:

1. Grant permission to the Florida Department of Environmental Protection (the "Department") to contact the references listed in this attachment at a time and using a method convenient to the Department.
2. Waive any claim, either contractual or otherwise, to confidentiality that exists between the listed Client(s) and Vendor regarding Vendor's performance under the listed contract(s).
3. Release the Vendor's Contact(s), or their successors, or designees, to discuss with, and provide any requested information to, the Department concerning Vendor's performance under the listed contract(s).
4. Release, forever discharge, and hold harmless the Department and the listed Client(s) from any claim or liability that Vendor may make related to the loss, either real or perceived, that may exist due, in whole or in part, to the Department's evaluation of the information disclosed regarding Vendor's performance by the listed Client(s).

I understand that the purpose of this permission and release is for the Department to evaluate and assess Vendor's eligibility for Contract Award pursuant to the indicated solicitation, and that any such information provided may be subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority.

Signature

Date

Client Reference #1

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Client Reference #2

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

Client Reference #3

*If Respondent has undergone a change of name, ownership, or organization, the name under which the Respondent operated at the time of performance shall be disclosed in this section.

Client Name & Internet Address

Client Name:

Webpage Address:

Client Contact Information

Name:

Title:

Street Address:

City, State, and ZIP:

Email Address:

Telephone Number:

Commodity/Service Details

Period of Services:

From:

To:

Contract Value:

Commodity/Service Description*

SECTION 14.00 PAST PERFORMANCE EVALUATION FORM

The following questions will be posed to the identifies in their Proposal. Answers will be scored according to the points specified for each of the below questions.

Reference Name & Company:	
Respondent's Name:	
Date of Interview:	
Interviewer:	
Please describe the work the Respondent performed for Reference's company:	

For the next questions, please rate the Vendor's performance using the following scale:

Excellent (3)	Satisfactory (2)	Fair (1)	Poor (0)	Rating 3 - 0
---------------	------------------	----------	----------	-----------------

1. How would you rate the Vendor's overall quality of work?	
2. How would you rate the Vendor's use of appropriate equipment and methods?	
3. How would you rate the Vendor's use of adequate personnel in quantity, experience, and professionalism?	
4. How well did the Vendor adhere to the agreed-upon schedule?	

**SECTION 15.00 RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR)
SUMMARY FORM**

Section A	RESPONDENT IDENTIFICATION (to be completed by the Respondent.)
------------------	---

As Respondent to this Solicitation, I / we intend to utilize the following Team in connection with this project: In the spaces provided below, list the name of the Respondent/Subcontractor and indicate the Office of Supplier Diversity business category of each one listed.

	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
	STATE NON-MINORITY BUSINESS CLASSIFICATION				CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.										
	NON-MINORITY (A)	SMALL BUSINESS (STATE) (B)	SMALL BUSINESS (FEDERAL) (C)	GOVERNMENTAL AGENCY (D)	NON-PROFIT ORGANIZATION (F)	P.R.I.D.E. (G)	VETERAN BUSINESS ENTERPRISE (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	VETERAN BUSINESS ENTERPRISE (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN	VETERAN BUSINESS ENTERPRISE (V)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES OF RESPONDENT(S)																							

Section B	ACKNOWLEDGEMENT (to be completed by the Respondent(s).)
------------------	--

I / WE HEREBY CERTIFY that, as Respondent to this Solicitation, that the information provided herein is true and correct.

Signature: _____

Name of Respondent/Company _____

Printed/Typed Name of Authorized Signatory and Title _____

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

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

SECTION 16.00 EVALUATION CRITERIA

(For DEP Use Only)

Respondent's Name:						
	Maximum Raw Score Possible	Raw Score		Weight Factor		Maximum Points Possible
Part I – Technical Proposal						
Tab A. Solicitation Acknowledgement Form						
Tab B. Technical Response ^{1, 5}						
1. Introduction						
2. Background and Organizational Structure	4	0	X	3	=	12
3. Respondent Qualifications and Experience						
A. Team member's knowledge and experience to perform assigned tasks, examples should be included. The examples should also include the resume or curriculum vitae for the proposed project manager and principal point of contact.	4	0	X	2	=	8
B. Knowledge and Experience in seagrass restoration projects, projects should be listed for Florida Park Service, including locations and dates completed.	4	0	X	5	=	20
C. Respondent's knowledge of and experience in following permit requirements specified by the South Florida Water Management District (FWMD) and the U.S. Army Corp of Engineers (USACOE). Include respondent's knowledge of best practices to reduce impacts to surrounding seagrass beds including but not limited to turbidity control.	4	0	X	5	=	20
4. Proposed Project Approach						
A. Methods for conducting restoration work in a timely manner.	4	0	X	3	=	12
B. Availability for projects requiring immediate stabilization.	4	0	X	4	=	16
Tab C. Respondent/Subcontractor Summary Form ²						
Tab D. Vendor Principal Place of Business Attestation Form						
Tab E. Disclosures and Attestations						
A. Vendor Financial Attestation						
B. Vendor Responsibility Disclosure						
C. Vendor Conflicts of Interest Attestation						
D. Vendor Drug-Free Workplace Attestation						
E. Certification Regarding Scrutinized Companies List						
Maximum Total Numerical Rating for Technical Proposal:						88
1. Client Reference #1 ⁴ (DEP, if applicable)	4	0	X	4	=	16
2. Client Reference #2 ⁴	4	0	X	4	=	16
3. Client Reference #3 ⁴	4	0	X	4	=	16
Maximum Total Numerical Rating for Past Performance:						48
Maximum Total Divided by 3 = Total Points Value for Past Performance:						16
1 – Price Proposal (Response Form) – Original Contract Term ^{3, 5}	4	0	X	3	=	12
2 – Price Proposal (Response Form) – Renewal Contract Term ^{3, 5}	4	0	X	3	=	12
Maximum Total Numerical Rating for Price Proposal:						24

***Total Points Possible for Solicitation Response: 128**

Notes:

1. Evaluation points awarded for these components will be based on the following point structure:

Raw Score

0	=	This element of the evaluation criteria was not addressed .
1	=	This element of the evaluation criteria is unsatisfactory .
2	=	This element of the evaluation criteria is average .
3	=	This element of the evaluation criteria is above average .
4	=	This element of the evaluation criteria exceeds expectations .

2. Failure to submit a letter of commitment from an intended subcontractor identified in the response shall result in the disallowance of the qualification and experience of that subcontractor from consideration in the evaluation process.
3. The Respondent submitting the lowest total budget (LTB) will receive the maximum points for the cost element for the applicable Contract Term of the evaluation. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent. The Total Cost used for evaluation process will be calculated as the sum of the hourly labor rates for both the Original and Renewal terms.

The formula used to determine the points awarded is:

1 – Original Contract Term: Cost Points Awarded = (LTB)/Proposal Budget being Considered (PB) X 3

2 – Renewal Contract Term: Cost Points Awarded = (LTB)/Proposal Budget being Considered (PB) X 3

4. References: Past performance will be scored based on answers to a standard group of questions provided on the Client Reference Form received from the Respondent's clients. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for this element of the evaluation.
5. Failure of the Respondent to provide any of the information required in the Technical Response or the Price Response of the Proposal shall result in a score of zero (0) for that element of the evaluation.

Please notify the DEP Procurement Officer at least ten (10) days prior to the due date for Proposals if an accommodation due to a disability is required in order to participate in this procurement opportunity.

– Remainder of Page Intentionally Left Blank –

SECTION 17.00 PROPOSED CONTRACT

The proposed contract language contained below should be reviewed by all prospective Contractors. In responding to DEP Solicitation No. 2019012, a prospective Contractor has agreed to accept the terms and conditions of the contract contained in this Section. The Department reserves the right to make modifications to this Contract if it is deemed to be in the best interest of the Department or the State of Florida.

DEP Contract No. _____

CONTRACT NO. XXX
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
Contractor Name

THIS CONTRACT is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and *Contractor Name Fill in the address of Contractor* (Contractor), to provide complete seagrass restoration of vessel grounding sites located in Lignumvitae Key Submerged Land Management Area (LKMA) in Islamorada, Florida, (Figure 1). NOW, THEREFORE, the parties agree as follows:

SERVICES AND PERFORMANCE

1. SERVICES. Department does hereby retain, and Contractor agrees to provide complete seagrass restoration of vessel grounding sites located in LKMA in Islamorada, Florida, (Figure 1), (Services), in accordance with **Attachment A, Scope of Services** (Scope); all exhibits and attachments named and incorporated herein by reference; and DEP Solicitation No. 2019012 and Contractor's Response, incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

2. WORK.

A. Contractor shall provide the services specified in the Scope (Work). Department shall authorize all work assignments by Task Assignment Notification (TA) or Task Assignment Change Order (TACO) (copies attached hereto and made a part hereof as **Attachment C, Task Assignment Notification Form** and **Attachment D, Task Assignment Change Order Form** respectively).

B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until the Contract, and any necessary TA, TACO, Amendments, or Change Orders, have been fully executed by both Department and Contractor.

C. In the event services are required that are within the general description of services, but are not specifically set out in the Scope, Department and Contractor reserve the right to negotiate the Task Assignments covering performance of those required services.

D. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.

E. Department reserves the right to not authorize any Work, and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

3. STANDARD OF CARE FOR PERFORMANCE.

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

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

C. Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.

D. Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other Contractors performing the same or similar services under similar circumstances at the time performed.

4. TERM OF CONTRACT.

A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of five (5) years, inclusive.

B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

This Contract may be renewed, in writing, on the same terms and conditions as the original Contract, and any amendments thereto, for a period no greater than five (5) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.

This Contract may not be renewed.

5. COMPENSATION.

A. **COMPENSATION.** As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed cost/fee schedule combination basis up to a maximum of the amount specified in each TA or TACO for the completion of Work as specified in each TA or TACO.

B. Contractor shall not be compensated for services performed prior to execution of this Contract, nor for services that exceed the funding amount specified in any TA, TACO, or in any amendment to this Contract.

6. **ANNUAL APPROPRIATION.** Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature and the availability of funding from the RESTORE Council. Authorization for continuation and completion of Work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if state or federal appropriations are reduced or eliminated.

7. PAYMENT METHOD.

A. Contractor shall submit invoices as specified in the Scope, TA, or TACO. If subcontractors are used, the Contractor shall complete and submit **Attachment E, Subcontractor Utilization Report Form** (Subcontractor Report) with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment.

B. All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review.

C. Department must approve the final deliverable(s) before the Contractor may submit final invoice and any forms.

D. Each invoice, including appropriate supporting documentation as required herein, shall be submitted via email to the Department Contract Manager as identified in Paragraph 15, Identification of Contract Managers.

E. Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written approval of each interim deliverable or the final deliverable specified in the Scope. Contractor's failure to submit invoices within this timeframe may result in forfeiture of retainage, if applicable, suspension or termination of remaining work, or the Contractor's forfeiture of any unpaid balance for such deliverables.

8. TRAVEL. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

Travel is not authorized under this Contract.

Travel costs are included in the fixed cost amounts of this Contract.

Travel costs shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract.

9. SUBCONTRACTOR PAYMENTS AND RELEASES. In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply if subcontractors are utilized:

A. Contractor shall pay all subcontractors and vendors under this Contract within seven (7) working days from the date of receipt of payment from the Department, excluding the final payment. If the Contractor receives less than full payment from the Department for the services or goods of the subcontractors or vendors, the Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by the Department. Penalties for non-compliance and provisions for legal assistance for subcontractors are included in Subsection 287.0585(1), F.S.

B. Contractor shall submit, with each invoice for Work where subcontractors or suppliers performed Work during the previous invoice period, lien waivers or other documentation of payment from each subcontractor or supplier for Work done during the previous invoice period.

10. PROMPT PAYMENT.

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.

B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above per Section 215.422, F.S.

11. RELEASE OF CLAIMS. Upon payment for satisfactory completion of each task assignment, the Contractor shall execute and deliver to the Department, using **Attachment F, Contractor Affidavit/Release of Claims**, a release of all claims against the Department arising under, or by virtue of, the Work, except claims which are specifically exempted by the Contractor to be set forth therein. Receipt by the Department of the Contractor's Release is a condition of final payment for each task assignment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise

expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

12. PHYSICAL ACCESS AND INSPECTION. As applicable, the Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

A. Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;

B. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any Work; and,

C. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any Work or legal requirements.

PARTY REPRESENTATIVES

13. NOTICE. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

14. IDENTIFICATION OF CONTRACT MANAGERS. All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

Contractor Contract Manager Information	Department Contract Manager Information
Contractor Name	Florida Department of Environmental Protection Division of Recreation and Parks
Contractor Address	77200 Overseas Highway
City, State, Zip	Islamorada, Florida 33036
Attn: Contract Manager Name	Attn: Mike Guarino
Contract Manager Email	Michael.Guarino@dep.state.fl.us

15. CHANGE ORDERS AND AMENDMENTS. Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g., specifications, method or manner of performance, requirements, etc.). All Change Orders and Amendments are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor's cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

CONSEQUENCES FOR FAILURE TO PERFORM

16. DISPUTE RESOLUTION. Any dispute concerning performance of the Contract shall be decided as follows:

A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.

B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.

C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.

- 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
- 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.

D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.

E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

17. FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

18. CORRECTIVE ACTION PLAN. In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the

proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

19. PAYMENT AND PERFORMANCE BONDS. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No Payment or Performance bonds are required.
- Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount of up to seventy-five percent (75%) of the total anticipated cost of any Work .
- Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

20. LIQUIDATED DAMAGES. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No liquidated damages will be assessed.
- In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:
 - A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by five percent (5%) per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope deliverable.
 - B. The date of submission shall be the date of receipt by the Department.
 - C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Contract Manager.
 - D. If completion is or will be justifiably delayed due to reasons as set out in paragraph contained herein, the Department may grant an extension of time as evidenced by a properly executed Amendment.
 - E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope at no additional cost to the Department.
 - F. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the Work may be reduced by five percent (5%) for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the Work.

- G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work and **forfeiture** of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future Work.

21. RETAINAGE

A. Department reserves the right to establish the amount and application of retainage on the Work to a maximum of five percent (5%). Any retainage to be applied shall be specified in the Scope. Retainage shall be withheld from each payment to the Contractor pending satisfactory completion of Work and approval of all deliverables.

B. Department reserves the right to withhold payment of retainage for the Contractor's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Scope. Department shall provide written notification to the Contractor of identified deficiencies and the Department's intent to withhold retainage on the Work. Contractor's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by the Contractor.

C. If the Contractor fails to perform the requested Scope, or fails to perform the Work in a satisfactory manner, Contractor shall forfeit its right to payment for the Work and the retainage called for under the entire Scope. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.

D. No retainage shall be released or paid for uncompleted Work while a Contract is suspended.

E. Except as otherwise provided above, the Contractor shall be paid the retainage associated with the Work, provided the Contractor has completed the work and submits an invoice for retainage held in accordance with paragraph contained herein above.

LIABILITY

22. INSURANCE.

A. Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the minimum insurance requirements applicable to this Contract are:

- i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
- iii. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The

Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

- \$200,000/300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
- \$200,000/300,000 Hired and Non-Owned Automobile Liability Coverage

iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department 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 the Contractor providing such insurance.

E. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

23. INDEMNIFICATION.

A. 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 of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, 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 the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

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

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

THIRD PARTIES

24. SUBCONTRACTING. AN "X" BESIDE THE CORRECT PROVISION IN THIS SECTION SIGNIFIES THAT THE PROVISION IS APPLICABLE TO THE CONTRACT.

- Contractor shall not subcontract any work under this Contract.
- A. Contractor shall not subcontract any work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
- B. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

25. NONASSIGNABILITY. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its **Rights and Duties**), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign the Department's Rights and Duties, but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

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

SUSPENSION AND TERMINATION

27. SUSPENSION.

A. Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:

- 1.) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- 2.) Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
- 3.) Contractor or subcontractor materially violates safety laws or other constraints;
- 4.) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
- 5.) For the convenience of the Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

- 1.) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 2.) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

28. TERMINATION.

A. Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

GENERAL CONDITIONS

29. ATTORNEY'S FEES. In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

30. CONFLICT OF INTEREST. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.

31. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

32. DISQUALIFICATION.

A. The employment of unauthorized aliens by the Contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

B. Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

33. EXECUTION IN COUNTERPARTS. This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

34. FORCE MAJEURE. Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) calendar days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

35. FORUM SELECTION, SEVERABILITY, AND CHOICE OF LAW. This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural 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 with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

36. GOVERNMENTAL RESTRICTIONS. If the Contractor believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, the Contractor shall immediately notify the Department so in writing, identifying the specific restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department. Contractor's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

37. HEADINGS. The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

38. INTEGRATION. This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

39. INTERPRETATION OF CONTRACT.

A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

B. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

40. MODIFICATIONS REQUIRED BY LAW. Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

41. MYFLORIDAMARKETPLACE TRANSACTION FEE.

A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace (MFMP), a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S., all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

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

C. Contractor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) is/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, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

D. 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. CONTRACTORS THAT ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

42. NONDISCRIMINATION.

A. Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Contractor shall comply with the Americans with Disabilities Act.

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

44. NON-WAIVER OF RIGHTS. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

45. ORDER OF PRECEDENCE. In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;
3. All other attachments to this Contract;
4. Documents, agreements and exhibits incorporated herein by reference;
5. Solicitation, including all attachments, addenda, and questions and answers; and
6. Contractor's Response to the Solicitation.

46. OWNERSHIP OF DOCUMENTS. All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

47. P.R.I.D.E. When possible, the Contractor agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

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

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org/>

48. PUBLIC ENTITY CRIMES. A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 for Category Two (as defined in Section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

49. PUBLIC RECORDS. Attachment G, Public Records Requirements, as attached to this Contract, are hereby incorporated into the Contract.

50. RECORD KEEPING AND AUDIT.

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this

Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

C. For task assignments funded by the RESTORE Act, the following provisions apply:

1.) During the term of this Contract and for five (5) years following completion, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

2.) The RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Contractor and their subcontractors corresponding to the duration of their records retention obligation for this Contract.

51. REMEDIES. All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

52. RESPECT OF FLORIDA. When possible, the Contractor agrees 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 Section 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 dealing with such qualified nonprofit agency is concerned.

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

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

53. SCRUTINIZED COMPANIES.

A. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if

the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

B. If this Contract is for more than one million dollars, the Contractor also certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

54. TAX EXEMPTION. Contractor recognizes that the Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

55. WARRANTY OF ABILITY TO PERFORM. Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract and any renewals.

56. WARRANTY OF AUTHORITY. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

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

Contractor Name

Florida Department of Environmental Protection

By: _____
Title:

By: _____
Secretary or Designee

Date: _____

Date: _____

FEID No. «Insert FEID Number»

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

List of Attachments/Exhibits included as part of this Contract:

Attachment	Description	No. Pages
Attachment A	Scope of Work	TBD
Attachment B	Rate Schedule	TBD
Attachment C	Task Assignment Notification Form	1
Attachment D	Task Assignment Change Order Form	1
Attachment E	Subcontractor Utilization Report Form	2
Attachment F	Contractor Affidavit / Release of Claim Form	1
Attachment G	Public Records Requirements	1

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**ATTACHMENT A
SCOPE OF WORK**

**ATTACHMENT B
RATE SCHEDULE**

ATTACHMENT C
TASK ASSIGNMENT NOTIFICATION FORM (REQUIRED)

DEP Contract No.:	Task Assignment No.:	Project No.:
Project Name:		
Consultant Name:		
Consultant Representative:	Phone:	Email:
DEP Contract Manager:	Phone:	Email:
DEP Project Manager:	Phone:	Email:
Description of Task:		

Schedule		Task Amount	
Start Date:		Fixed Price Cost:	\$ 0.00
Completion Date:		Cost Reimbursement not to exceed:	\$ 0.00
		Total Task Amount:	\$ 0.00

Approval Signatures		
DEP Budget Representative	Signature	Date
DEP Project Manager	Signature	Date
DEP Contract Manager	Signature	Date
Consultant Representative	Signature	Date
DEP Contract Authority	Signature	Date

Project #	Grant #	Org Code	Cat/Yr	Fund	Module	Object Code	EO	Amount
29-digit FLAIR Code:								\$ 0.00

ATTACHMENT D
TASK ASSIGNMENT CHANGE ORDER FORM (REQUIRED)

DEP Contract No.:	Task Assignment No.:	Change No.:	Project No.:
Project Name:			
Consultant Name:			
Consultant Representative:	Phone:	Email:	
DEP Contract Manager:	Phone:	Email:	
DEP Project Manager:	Phone:	Email:	
Description and Justification of Change:			

Change in Task Amount			
Item	Reimbursement	Fixed Fee	Total
Present Task Amount:			
Net increase/decrease in task amount for this Change Order:			
New Total Task Amount:			

Change in Task Time	
Original Task Execution Date:	
Present Task End Date:	
New Task End Date:	

Approval Signatures		
DEP Budget Representative	Signature	Date
DEP Project Manager	Signature	Date
DEP Contract Manager	Signature	Date
Consultant Representative	Signature	Date
DEP Contract Authority	Signature	Date

Project #	Grant #	Org Code	Cat/Yr	Fund	Module	Object Code	EO	Amount
29-digit FLAIR Code:								\$ 0.00

ATTACHMENT E

SUBCONTRACTOR UTILIZATION REPORT FORM (IF APPLICABLE)

<u>DIRECTIONS:</u>																																																																																																													
Contractors working for the Florida Department of Environmental Protection (DEP) must complete and submit this attachment with each invoice submitted for payment. Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone (850) 245-2361.																																																																																																													
DEP Contract No.: _____ Invoice Number: _____ Task Assignment No. (if applicable): _____ Invoice Service Period: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="12" style="text-align: center; padding: 5px;">INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED</th> </tr> <tr> <th colspan="4" style="padding: 5px;">BUSINESS CLASSIFICATION</th> <th colspan="3" style="padding: 5px;">CERTIFIED MBE</th> <th colspan="3" style="padding: 5px;">NON-CERTIFIED MBE</th> <th colspan="2" style="padding: 5px;">NON-PROFIT ORG.</th> </tr> <tr> <td style="padding: 5px; text-align: center;">NON-MINORITY (A)</td> <td style="padding: 5px; text-align: center;">SMALL BUSINESS (STATE) (B)</td> <td style="padding: 5px; text-align: center;">SMALL BUSINESS (FEDERAL) (C)</td> <td style="padding: 5px; text-align: center;">GOVERNMENTAL AGENCY (D)</td> <td style="padding: 5px; text-align: center;">NON-PROFIT ORGANIZATION (F)</td> <td style="padding: 5px; text-align: center;">P.R.I.D.E. (G)</td> <td style="padding: 5px; text-align: center;">VETERAN BUSINESS ENTERPRISE (L)</td> <td style="padding: 5px; text-align: center;">AFRICAN AMERICAN (H)</td> <td style="padding: 5px; text-align: center;">HISPANIC (I)</td> <td style="padding: 5px; text-align: center;">ASIAN/HAWAIIAN (J)</td> <td style="padding: 5px; text-align: center;">NATIVE AMERICAN (K)</td> <td style="padding: 5px; text-align: center;">AMERICAN WOMAN (M)</td> </tr> <tr> <td style="padding: 5px; text-align: center;">VETERAN BUSINESS ENTERPRISE (W)</td> <td style="padding: 5px; text-align: center;">AFRICAN AMERICAN (N)</td> <td style="padding: 5px; text-align: center;">HISPANIC (O)</td> <td style="padding: 5px; text-align: center;">ASIAN/HAWAIIAN (P)</td> <td style="padding: 5px; text-align: center;">NATIVE AMERICAN (Q)</td> <td style="padding: 5px; text-align: center;">AMERICAN WOMAN (R)</td> <td style="padding: 5px; text-align: center;">VETERAN BUSINESS ENTERPRISE (Y)</td> <td style="padding: 5px; text-align: center;">BOARD IS 51% OR MORE MINORITY (S)</td> <td style="padding: 5px; text-align: center;">51% OR MORE MINORITY OFFICERS (T)</td> <td style="padding: 5px; text-align: center;">51% OR MORE MINORITY COMMUNITY SERVED (U)</td> <td style="padding: 5px; text-align: center;">OTHER NON-PROFIT (V)</td> <td></td> </tr> </thead> <tbody> <tr> <td style="padding: 5px; text-align: center;">LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD</td> <td colspan="11" style="padding: 5px; text-align: center;">LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD</td> </tr> <tr><td style="height: 40px;"></td><td colspan="11"></td></tr> <tr><td style="height: 40px;"></td><td colspan="11"></td></tr> <tr><td style="height: 40px;"></td><td colspan="11"></td></tr> <tr><td style="height: 40px;"></td><td colspan="11"></td></tr> </tbody> </table>	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED												BUSINESS CLASSIFICATION				CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG.		NON-MINORITY (A)	SMALL BUSINESS (STATE) (B)	SMALL BUSINESS (FEDERAL) (C)	GOVERNMENTAL AGENCY (D)	NON-PROFIT ORGANIZATION (F)	P.R.I.D.E. (G)	VETERAN BUSINESS ENTERPRISE (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	VETERAN BUSINESS ENTERPRISE (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	VETERAN BUSINESS ENTERPRISE (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)		LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																																																										
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SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

	(Signature) (Date)
	(Business Name)
	(Street Address)
	(City, State, Zip Code)
	(Phone Number)

DEP 55-217 (08/00)

ATTACHMENT F
CONTRACTOR AFFIDAVIT / RELEASE OF CLAIMS FORM (IF APPLICABLE)

This affidavit must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. The signature of the Contractor shall be notarized as set forth below. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, _____ am the _____ of
(name of person appearing) (title of person appearing)
_____ with the authority to
(name of Contractor)
make this statement on behalf;
2. _____ (“the Contractor”) entered into an
(name of company or person)
Agreement with the Department to perform certain work under Task Assignment No. _____.
3. Contractor has completed the work in accordance with the aforementioned Task Assignment, including all attachments thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Task Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

(signature of authorized Contractor representative)

----- **Notarization of Signature of Contractor (required)** -----

State of _____ County of _____

Sworn to and subscribed before me by _____ this _____ day of _____, 20____.

- Personally known
- Produced Identification. Type of ID: _____

(Notary’s Signature) My Commission Expires: _____

Notary Public, State of _____ Commission Number (if applicable) _____

ATTACHMENT G
PUBLIC RECORDS REQUIREMENTS

1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a "Contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

**Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399**

SECTION 18.00 SOLICITATION PROPOSAL CHECKLIST

Note: This “Checklist” is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this Solicitation.

To ensure that Respondent’s Proposal package can be accepted, please be sure the following items are fully completed, enclosed, and received in accordance with VBS and Timeline of Events.

Part I, Technical Proposal:

- A. _____ **Tab A** - The Solicitation Acknowledgement Form *[If Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.]*
- B. _____ **Tab B** - The Technical Response Package must include the following information:
1. Introduction
 2. Background and Organizational Structure
 3. Respondent Qualifications and Experience
 4. Proposed Project Approach
- C. _____ **Tab C** - Respondent/Subcontractor Summary Forms
- D. _____ **Tab D** - Vendor Principal Place of Business Attestation
- E. _____ **Tab E** - Disclosures and Attestations: Each Respondent must complete and include the following Disclosures and Attestations:
- ✓ Vendor Financial Attestation;
 - ✓ Vendor Responsibility Disclosure;
 - ✓ Vendor Conflicts of Interest Attestation;
 - ✓ Vendor Drug-Free Workplace Attestation; and
 - ✓ Certification Regarding Scrutinized Companies List

Part II, Past Performance/Client References (Tab F) – Must have three (3) references using the forms provided.

Part III, Price Proposal (Response Form):

- A. _____ The Response Form must be completed and signed. **If a Respondent fails to submit a completed Response Form with their submittal, the submittal will be rejected.**

Submittal of Proposal (see Section 3.02) The separately sealed packages may be mailed together in one envelope or box.

1. Part I – Technical Proposal (one separately sealed package with “**Solicitation No. 2019012**” written on it); and
 - ✓ one (1) original hard copy, (shall bear original signatures and be marked as the “Original”)
 - ✓ one (1) electronic copy (may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format)
 2. Part II – Price Proposal (Response Form) (one separately sealed package with “**Solicitation No. 2019012**” written on it.)
 - ✓ one (1) original hard copy, (shall bear original signatures and be marked as the “Original”)
 - ✓ one (1) electronic copy (may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format)
- The Department will reject Proposals submitted in alternate file formats or which contain information different from that in the hard copy of the Proposal.
 - If Respondent asserts that any portion of the Proposal is exempt from disclosure under the Florida Public Records law, Respondent must submit a redacted version of the Proposal along with the un-redacted version. The redacted copy shall be clearly titled “Redacted Copy.”
 - All proposed materials must be packaged so that each box (envelope) of materials shipped to the Department does not exceed 25 pounds.
 - Respondents submitting are advised to assure the files are not corrupt prior to mailing as any material which is not readable will not be considered.