ROCK REVETMENT TO CONTROL SHORELINE EROSION

INVITATION TO BID

DEP Bid No. 2014046C

Project Location:
Biscayne Bay Environmental Center
Miami, Florida
# SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>DATES</th>
<th>METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Advertised</td>
<td>March 26, 2014</td>
<td>Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
</tr>
<tr>
<td>Project Site Inspection</td>
<td>Scheduled by Bidder</td>
<td>Biscayne Bay Environmental Center&lt;br&gt;1277 NE 79th Street&lt;br&gt;Miami, Florida 33138&lt;br&gt;William Fisher, Park Services Specialist&lt;br&gt;Phone: (305) 795-2067&lt;br&gt;Cell: (305) 968-1362&lt;br&gt;E-mail: <a href="mailto:william.fisher@dep.state.fl.us">william.fisher@dep.state.fl.us</a></td>
</tr>
<tr>
<td>Questions Submitted in Writing</td>
<td>April 2, 2014&lt;br&gt;Wednesday By 5:00 PM</td>
<td>Submit to:&lt;br&gt;Diane Harper, Procurement Officer&lt;br&gt;Department of Environmental Protection&lt;br&gt;Procurement Section, Room 438G&lt;br&gt;3900 Commonwealth Blvd, MS93&lt;br&gt;Tallahassee, FL 32399-3000&lt;br&gt;Fax Number: (850) 245-2412&lt;br&gt;E-mail: <a href="mailto:diane.d.harper@dep.state.fl.us">diane.d.harper@dep.state.fl.us</a></td>
</tr>
<tr>
<td>Answers to Questions</td>
<td>April 3, 2014&lt;br&gt;Thursday By 5:00 PM</td>
<td>Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
</tr>
<tr>
<td>SEALED BIDS DUE AND OPENED</td>
<td>Must be received no later than:&lt;br&gt;April 14, 2014&lt;br&gt;Monday @ 3:00 PM</td>
<td>Submit to:&lt;br&gt;Diane Harper, Procurement Officer&lt;br&gt;Department of Environmental Protection&lt;br&gt;Procurement Section, Room 438G&lt;br&gt;3900 Commonwealth Blvd, MS93&lt;br&gt;Tallahassee, FL 32399-3000</td>
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<tr>
<td>Anticipated Posting of Recommended Award</td>
<td>April 15, 2014</td>
<td>Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
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SECTION B – INSTRUCTIONS TO BIDDERS

This Invitation to Bid consists of Section A (Table of Contents); Section B (Instructions to Bidders); Section C (Scope of Work); Section D (General and Special Conditions); Section E (Bid Response Form); Section F (Evaluation of Past Performance); and, if applicable, Drawings, Exhibits, and Plans.

B-1 Bid Terminology – Definitions

Additional definitions are found in Chapter 255, Florida Statutes (F.S.) and Chapter 60D-5, Florida Administrative Code (F.A.C.). The definitions found in Rule 60D-5.002, F.A.C., shall apply to this solicitation, and when not defined in said Rule, shall have the meanings provided in Chapter 255, F.S. The foregoing notwithstanding, the definitions for terms (or pronouns that replace these terms) and phrases below shall apply unless specifically indicated otherwise:

Addenda: Any written orders, directives, or instructions issued prior to the bid opening by the Department relating to the Work. (*Addendum" is the singular of this term.)

Alternate Bid Item: A separate optional bid item for more or less project requirements or alternate construction techniques or materials, which the Department may or may not accept as additional to the Base Bid, depending on available funding. Not included in the Base Bid.

Allowances: An amount included in the Contract Price to cover the cost of prescribed items not specified in detail, with the condition that variations between such amount and the final determined cost of the prescribed items will be reflected in Change Orders appropriately adjusting the Contract Price.

Associated Business Entity: A Business Entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Bidder; including, but not limited to, the following: i) a business entity 20 percent or more of whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Bidder, ii) a business entity which directly or indirectly owns, controls, or holds, with power to vote, 20 percent or more of whose outstanding voting securities, membership interests or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Bidder.

Base Bid: The Bid amount exclusive of any Alternate Bid item amounts.

Bid: The offer or proposal of the Bidder on the Bid Response Form, stating the price for performing the Work, submitted to the Department in accordance with the Instructions to Bidders. The Bid includes the cost of Alternates, if applicable.

Bid Opening: The date and time the Department has specified in its public notice on that it will open the Bids.

Bid Response Form: The official form on which the Department requires Bids be submitted.

Bidder: Any person or Business Entity that submits a Bid for the Work in accordance with the Instructions to Bidders.

Business Entity: This term includes firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, companies, fiduciaries, corporations, and all other groups or combinations.

Buyer: The entity that has released the solicitation. The term may also mean the “Customer” or “Owner.”

Change Order: A modification to the Contract executed by the Department and the Contractor authorizing an addition to, deletion from, or revision in the Work, an adjustment in the Contract Price, or an adjustment to the Contract Term. Change Orders are issued only after execution of the Contract.

Contractor: The person or Business Entity with whom the Department has executed the Contract to provide the construction or services and to perform and complete the Work.
SECTION B – INSTRUCTIONS TO BIDDERS

**Control:** The ability, directly or indirectly, to direct the management or policies of an entity, whether through ownership of securities, by contract, or otherwise, including through common officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of an entity.

**Convicted Vendor:** Person found guilty of a Public Entity Crime, as specified in Chapter 287, Florida Statutes.

**Day:** A calendar day, unless expressly provided otherwise in the Contract Documents. A “working day” shall mean Monday through Friday, excluding State of Florida holidays.

**Department:** Department of Environmental Protection (DEP).

**Drawings:** The graphic and pictorial portions of the Contract Documents issued by the Consultant showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. Note: Drawings may contain technical specifications.

**Final Completion:** The completion by the Contractor of all items required for full completion and inspection of the Work required no more than 30 days after issuance of the Certificate of Substantial Completion for the Project.

**Owner:** The Department. This term may also mean “Buyer” or “Customer.”

**Pay Request:** Written documents required for the Department to pay the Contractor, including Contractor’s invoice on letterhead, Schedule of Values, Minority Participation Report, Certificate for Payment, and such other documents as the Department shall specify from time to time.

**Person:** Any individual, partnership, legal association, joint venture, corporation, estate, receiver, trustee, assignee, Bidder, Contractor, referee, government of any level including the federal government, and other legal entity, whether appointed by a court or otherwise constituted, and any lawful combination of the foregoing parties.

**Procurement Officer:** Person employed by the Department who performs ministerial tasks related to contract administration, which may include bidding; contract review, approvals, and execution; verifying proof of insurance; approving bonds; preparing amendments; and receiving notices.

**Project:** The total conception, design, and construction of which the Work to be performed in accordance with the Contract Documents may be the whole or a part.

**Project Manager:** Person employed by the Department designated to be the contact point and liaison with the Contractor in all matters related to the Work.

**Provide:** To furnish and install, complete and in place, including all accessories, finishes, tests, and services as required to render the item specified completely ready for use in accordance with the Contract Documents.

**Public Entity Crime:** A violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Specifications:** Those portions of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work.

**Subcontractor:** Any person or legal entity having a contract or agreement with the Contractor to perform some part of the Work required to be performed by the Contractor under this Contract.
**SECTION B – INSTRUCTIONS TO BIDDERS**

**Substantial Completion:** The degree of completion of the Work, as set forth in Contract Documents, such that the Department can occupy and use the facility for its intended purpose, and for which a Certificate of Substantial Completion may be properly issued to establish acceptance of the Contract Work, in whole or in part, with qualifications for items of a non-critical nature to be completed or corrected. The Certificate so issued will establish a date for the Department’s occupancy or use of that portion of the Work deemed to be Substantially Complete. The Certificate of Substantial Completion for the entire Project shall establish the date(s) for the commencement of Guaranties or Warranties.

**Superintendent:** Person employed by the Contractor designated to be in charge of the Project Site.

**Unit Price:** An amount stated in the Contract as a price per unit of measurement for materials or services as described in the Contract Documents.

**Work:** The construction and services required by the Contract Documents, including all labor, materials, equipment, permits, licenses, insurance and services (except for design services) as indicated or required in the Contract to be provided by the Contractor. The Work may constitute all or a part of the Project.

**B-2 BIDDER QUALIFICATION REQUIREMENTS AND PROCEDURES**

Bidder requirements and procedures are established by the Bidding Documents in accordance with Chapter 255, Florida Statutes (F.S.), and Chapter 60D-5, Florida Administrative Code (F.A.C.). Failure of the Bidder to comply strictly with all such requirements and procedures will result in the rejection of its Bid. If anything stated in this document conflicts with Chapter 255, F.S. (statute), or Chapter 60D-5, F.A.C. (rule), the statute will prevail over the rule and this document, and the rule shall prevail over this document.

**NOTICE TO BIDDERS:** For bidding procedure only for this Project, submit all required or requested items and your Bid to:

Diane Harper, Procurement Officer  
Department of Environmental Protection  
Procurement Section, Room 438G  
3900 Commonwealth Blvd., MS93  
Tallahassee, FL 32399-3000

Contact information only (no bids):  
Phone: 850-245-2355  
Fax: 850-245-2412  
E-mail: Diane.D.Harper@dep.state.fl.us

**NOTICE TO BIDDERS:** Failure to provide any of the information requested in this section shall result in the Bid being deemed non-responsive by the Department and, therefore, rejected.

All bidders must submit the following with their Bid:

A. **Current State Contractor License, Certification or Registration, if required by Florida Statutes.** A copy of each license, certification or registration needed to perform the Work shall be submitted. If the Work is not governed by Chapter 399, 455, 489, or 633, Florida Statutes, this item is not required. If there is any dispute about whether the Work is governed by one of these chapters, the Bidder must present proof from the Department of Business and Professional Regulation, or the appropriate licensing board, that such license, certification or registration is not required to perform the Work within 120 hours prior to Bid Opening, or the Bidder will be disqualified.

B. **Current Corporate Registration.** If the Bidder is a corporation, partnership, limited partnership, limited liability company, or joint venture, it must submit evidence that the entity is properly registered with the State of Florida, Department of State, Division of Corporations, holds a current corporation charter number, and is active and is in good standing, in accordance with Florida Statutes. Out-of-state (foreign) corporations and fictitious names must be registered to do business in the State of Florida.
SECTION B – INSTRUCTIONS TO BIDDERS

C. **Bid Response Form.** In the spaces provided on the attached Section E - Bid Response Form, the Bidder shall provide the required information to include the Bidder’s name, address, telephone number and continuous years in operation.

D. **References.** In the spaces provided on the attached Section F - Evaluation of Past Performance, the Bidder shall provide a minimum of three (3) separate and verifiable clients, other than the DEP, for which work similar in nature and scope to that specified in this solicitation has been performed for a period of at least six (6) continuous months. The same client may not be listed for more than one (1) reference (for example, if the bidder has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). These references should be available to be contacted during normal working hours. The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specific number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. The DEP will not attempt to correct incorrectly supplied information.

E. **Associated Business Entities.** In the spaces provided on the attached Section E - Bid Response Form, the Bidder shall provide a list of all names under which the Bidder and its Associated Business Entities have operated during the past eight (8) years (including those of predecessors through merger) and list any contracts which the Bidder or any of its Associated Business Entities have been a party to with the Department within the last eight (8) years, where either the Bidder or its Associated Business Entity was the prime contractor. In addition to the information provided, the Department may review its records to 1) verify listed contracts, and identify and unlisted contracts, if applicable, that the Bidder or any Associated Business Entity was a party to with the Department during the previous eight (8) years. The Department will contact, at its discretion, one of the Department Contract Managers for a contract with the Bidder or Associated Business Entity in order to complete the evaluation questionnaire provided in Section F - Evaluation of Past Performance.

**NOTICE TO BIDDERS:** All forms, used in conjunction with the Bid or the Contract, are subject to change in accordance with Department requirements. The Project Manager will advise the Contractor of all forms needed, including updates or additions to them. Further, the blocks or portions of a form marked or delineated “For Department Use Only,” “For Office Use,” or some similar designation are not part of the Contract.

**B-3 FAMILIARITY WITH LAWS**

The Bidder is required to be familiar with all federal, state and local laws, ordinances, rules, regulations, and codes that in any manner affect the Work. Ignorance of the law on the part of the Contractor will in no way relieve it from responsibility.

**B-4 BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

In submitting a response, each Bidder understands, confirms, and certifies that it has read each of the following statements, that the response to each statement is true and correct to the best of its knowledge and belief, and that it understands and acknowledges that the Owner will rely on the accuracy of each statement in the award of any contract under the solicitation. If Bidder cannot so certify, it shall submit with its response a written explanation of the facts and circumstances which prevent it from doing so:

A. Neither Bidder nor any Associated Business Entity (or their respective employees) is currently under suspension or debarment by the State, any agency of the State, the United States or any agency thereof, or of any other governmental authority.

B. Neither the Bidder nor any Associated Business Entity (or their respective employees) is currently under investigation by any governmental authority or has, in the last ten (10) years, been convicted or found liable for any act prohibited by law in any jurisdiction that involves conspiracy or collusion with respect to the submission of a Bid on any public contract.

C. Neither the Bidder nor any Associated Business Entity (or their respective employees) is delinquent and or alleged to be delinquent in any financial contractual obligation, including any permit obligations to the Buyer or any Water Management District, including any pending litigation with or any claim by the Buyer or any Water Management District for penalties, damages, reimbursable costs, liquidated damages, violation of permit or breach of contract.

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SECTION B – INSTRUCTIONS TO BIDDERS

D. Bidder’s submission of materials in response to the solicitation is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

E. The prices and amounts submitted by Bidder have been determined independently and without consultation, communication, or agreement with any other bidder or potential bidder, and none of the prices or amounts – actual or approximate – have been disclosed to any bidder or potential bidder and will not be so disclosed before the solicitation opening.

F. The Bidder has fully informed the Owner, in writing, of all convictions of Bidder, its Associated Business Entities, affiliates (as the term affiliates is defined in § 287.133(1)(a), F.S.), successors, assigns, and their respective employees (both current and former or while in the employ of another company) for violation of any state or federal antitrust or other law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public entity contract.

G. Neither Bidder nor any Associated Business Entity, nor any person associated with the same in the capacity of officer, director, member, partner, employee, investigator, project director, manager, auditor or other position involved in the administration of federal or state funds:
   i. Has, within the preceding three (3) years been convicted of or had a civil judgment rendered against it or is presently indicted for or otherwise criminally or civilly charged with commission of fraud or a criminal offence in connection with obtaining or attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
   ii. Has, within a three (3) year period preceding this certification, had one or more federal, state, or local government contracts terminated for cause or default.

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

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

J. If an award is made to Bidder, it agrees that it will be legally bound to the contract that is formed with the State.

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

L. The Bidder agrees to indemnify and hold Owner harmless against any cost, damage, or expense, which Owner may incur or which may be caused by any error, omission, or misstatement in Bidder’s Bid preparation.

M. Neither the Bidder nor any Associated Business Entity is currently a party to any litigation (judicial or administrative) with the Owner or any Water Management District.

B-5 MISREPRESENTATIONS

All information submitted and representations made by Bidder are material and important and will be relied upon by the Owner in awarding the contract. Any misstatement or omission (“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 Owner to disqualify the Bidder from participating in this solicitation, and any re-solicitation pertaining to this subject matter (regardless of whether the re-solicitation resulted from Bidder’s misrepresentation) and shall be punishable under law, including but not limited to, Chapter 817, F.S.
B-6 TERMINATION FOR CAUSE

The Owner may terminate the contract if the Bidder fails to (1) deliver the product within the time specified in the contract or any extension; (2) maintain adequate progress, thus endangering performance of the contract; (3) honor any term of the contract; or (4) abide by any statutory, regulatory, or licensing requirement. In addition, the Owner may terminate the contract if it discovers or determines that Bidder made a Misrepresentation in its response to the solicitation, which led to award of the contract to Bidder.

B-7 DISCRIMINATION; AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Any Bidder submitting a Bid or proposal to the Department for providing contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; nor otherwise subject any person(s) to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex or disability.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bidding/proposal documents or the attendance at any related meeting or Bid Opening. If accommodations are needed because of a disability, please contact the Procurement Officer at (850) 245-2355. If you are hearing or speech impaired, please contact the Florida Relay Service by calling (800) 955-8771 (TDD) or (800) 955-8770 (Voice).

All Project facilities and related amenities shall be in compliance with the Americans with Disabilities Act and the Florida Building Code, Chapter 11 (2004). Further, the Department may require that the Contractor to go above and beyond the requirements of said laws by so stating in the Contract Documents.

B-8 FLORIDA PRODUCTS AND LABOR

Section 255.04, Florida Statutes, requires that for Florida public building contracts Florida products and labor shall be used wherever price and quality are equal. The employment of unauthorized aliens by any Contractor 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 the Contract by the Department.

B-9 E-VERIFY - EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to State of Florida Executive Orders Nos. 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term. Compliance with the terms of this provision is made an express condition of this Contract and the Department may treat a failure to comply as a material breach of the Contract.

B-10 PREFERENCE TO STATE RESIDENTS

Pursuant to Section 255.099, Florida Statutes, for construction contracts funded by state funds, the Contractor shall give preference to Florida residents for employment on the Project if state residents have substantially equal qualifications to those of nonresidents. In addition, the Contractor must contact the State of Florida Department of Economic Opportunity to post employment needs for the Project in the state’s job bank system.

B-11 FLORIDA LUMBER

Pursuant to Section 255.2575(4)(a), Florida Statutes, contractors must use lumber, timber, and other forest products manufactured in Florida, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species or if construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacturer.

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SECTION B – INSTRUCTIONS TO BIDDERS

B-12 SPECIAL REQUIREMENTS

A. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the Corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and for purposes of the Contract the person, firm or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the Owner insofar as dealings with the Corporation is concerned. Any products purchased shall be of equal or better quality and comparable in price to the products required by the Bidding Documents. The “Corporation” identified is PRISON REHABILITATIVE INDUSTRIES & DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North, Suite 103
St. Petersburg, Florida 33716
Telephone: (727) 572-1987
Toll Free: 1-800-643-8459
Website: www.pride-enterprises.org

B. It is expressly understood and agreed that any articles that are the subject of or required to carry out this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the Department 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
Telephone: (850) 487-1471
Website: https://secure.imarcsgroup.com/respect/Default.asp

B-13 TAXES

Although the Department is not subject to the Florida Sales and Use Tax, any Contractor who purchases materials and services that will be used in the construction of State-owned buildings will not be exempted from the tax on these materials and services.

If materials to be incorporated in the Work are subject to Federal Excise Tax, the Department will furnish to the Contractor the necessary Federal Excise Tax Exemption Certificate upon receipt of a copy of the supplier’s invoice showing the item or items, the new price, and Federal Excise Tax separately.

The Bidder shall take the above-stated factors into consideration in preparing its proposal, including therein the cost of the State Sales Tax and Use Tax on materials, but excluding the cost of those taxes not applicable.

B-14 ALTERNATES

If the Department wishes to learn the relative or additional construction cost of an alternative method of construction, an alternative use of type of material or an increase or decrease in scope of the Project, these items will be defined as Alternates. The Bidder shall clearly state what sums he will add to (or deduct from) the Base Bid for each Alternate on the Bid Response Form. The Department will determine, in its sole discretion, whether such Alternates are of comparable character and quality to the specified items.

The Order of the Alternates may be selected by the Department in any sequence so long as such acceptance out of order does not alter the designation of the low Bidder.
**SECTION B – INSTRUCTIONS TO BIDDERS**

**B-15 ADDENDA**

If the Department finds it would be expedient to supplement, modify or interpret any portion of the Bidding Documents prior to Bid Closing, such procedure will be accomplished by the issuance of written Addenda to the Bidding Documents. It is the responsibility of the vendor to verify with the Department of Management Services, Vendor Bid System website for any future addendums, questions, revisions, etc., prior to the bid opening. Failure to do so will be the sole responsibility of the vendor. Addenda will be posted only on the Vendor Bid System website. Addenda will not be sent directly to plan holders, except in limited circumstances and at the discretion of the Department. When the Department determines that circumstances warrant sending addenda directly to plan holders, a notice will be posted on the website notifying vendors that addenda have been sent. Addenda must be acknowledged and included in each vendor’s bid package. Failure to include acknowledged addenda in the bid package is grounds to disqualify the vendor’s bid.

Directions to the Department of Management Services website: http://www.myflorida.com/ (click “Business,” "Doing Business with the State," under the "Everything for Vendors and Customers" heading, click on "Vendor Bid System (VBS)," and then "Search Advertisements". Under the "Agency" search field, select "Department of Environmental Protection," then scroll down the page, and click on "Initiate Search." Click on the solicitation (bid) number. This will bring up the Advertisement Detail. Scroll to the bottom of the page where it says, "Downloadable Files for Advertisement," and click on the Document Description. (You must have Adobe Acrobat to view these related documents.)

**B-16 INTERPRETATION OF BIDDING DOCUMENTS**

The Bidding Documents are complementary, and what is required by any single document shall be as binding as if required by all. The Bidder shall carefully study and compare all Bidding Documents with each, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Procurement Officer any errors, inconsistencies or ambiguities discovered. The Bidder shall be responsible for any errors in construction that could have been avoided by such examination and notification and shall correct at its own expense all work improperly constructed through failure to notify the Procurement Officer and request specific instructions.

No interpretation of the meaning of the Bidding Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made to any Bidder orally or by any person other than the Procurement Officer. Every request for such interpretation or correction shall be in writing and addressed to the Procurement Officer. All such interpretations and supplemental instructions will be posted in writing, Addenda to the Bidding Documents.

Only the interpretation or correction so given by the Department in writing shall be binding, and prospective Bidders are advised that no other source (including other Department staff) is authorized to give information concerning, or to explain or interpret, the Bidding Documents.

**Protest of Bid Specifications—Notice of Rights.** Notice of Intent to Protest the Bid Specifications must be filed during the 72-hour period (time and date) after Bid Specifications are posted on the Vendor Bid System. If addenda are posted, bidder has 72 hours from the time and date the addenda was posted on the Vendor Bid System. Failure to file a Notice of Intent to Protest or a formal, written Protest in accordance with Rule 28-110, Florida Administrative Code, within ten days after the 72-hour period ends, as prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of your right to an administrative hearing on the Bid Specifications under Chapter 120, Florida Statutes. Rules for bid protests can be found in sections 120.569 and 120.57, F.S., and Chapter 28-110, Florida Administrative Code. A bid protester shall comply with these statutes and rules.

**B-17 EXAMINATION OF BIDDING DOCUMENTS AND PROJECT SITE**

Bidders are requested, before submitting their bids, to visit the Project Site and completely familiarize themselves with the nature and extent of the Work, any local conditions that may in any manner affect the Work, and the equipment, materials and labor required for the Work. Failure of the Bidder to inspect the site will not result in alterations of Bids or Change Orders for additional payment. Bidders are required to examine carefully the Bidding Documents to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the Work.
B-18  BASIS FOR BIDDING - TRADE NAMES

For clarity of description and as a standard of comparison, certain equipment, materials, or other requirements may have been specified by one trade name or manufacturer. To ensure a uniform basis for bidding, the Bidder shall base its Bid on the particular equipment, material, or other requirement specified. After the Contract is awarded, other equipment or materials manufactured by other manufacturers will be accepted only if, in the sole opinion of the Department, they are equivalent in quality and workmanship and will perform its intended purpose as well or better than the equipment or material specified.

B-19  PREPARATION AND SUBMISSION OF BIDS

Sealed Bids must be received by the Department at the address below by the date specified in the public advertisement on the Department of Management Services Vendor Bid System. If such dates conflict, the date specified on the Vendor Bid System shall prevail. The Sealed Bid envelope shall be plainly marked on the outside with the bid number, date and time of Bid Opening and Project Name for which the Sealed Bid is intended. The Department is not responsible for the premature opening of any envelope not marked as stated herein. Submit the Sealed Bid to:

Diane Harper, Procurement Officer  
Florida Department of Environmental Protection  
Procurement Section, Room 438G  
3900 Commonwealth Blvd, MS93  
Tallahassee, FL 32399-3000

Each Bidder shall use the Bid Response Form provided as Section E, indicating its bid prices thereon in proper spaces for the Base Bid and all Alternates on which he bids. Any erasure, alteration, or other correction on the Bid Response Form must be initialed by the Bidder. Bids containing any conditions, omissions, uninitialed erasures, alterations, or corrections, addition of items not called for, or irregularities of any kind will be rejected by the Department if they materially affect the Bid.

Each Bidder must give its proper legal name, full business address, state its form of organization, complete all other required data and must sign the Bid Response Form. Failure to sign the Bid Response Form shall be a Material Deviation for which Bidder will be disqualified.

After the Bid Opening, the Department may require the Bidder to submit, in addition to the three (3) references given on the Evaluation of Past Performance Form provided as Section F, a list of and brief description of similar work satisfactorily completed with the location, date of contracts, and names and addresses of owners.

Bids by a corporation or other Business Entity shall include the legal name and seal of the corporation (or other Business Entity) followed by the name of the state of its incorporation and the manual, original signature, printed name and title of an officer, director, agent or other person authorized to bind the corporation or Business Entity.

B-20  SUBMISSION OF QUESTIONS

*All questions must be submitted by the date specified in the Schedule of Events.* All questions concerning the Bidding Documents shall be directed in (legible) writing (including bid number, Project name, company name, address, contact name and phone number, facsimile number or electronic mail address) by mail, facsimile or e-mail to:

Diane Harper, Procurement Officer  
Florida Department of Environmental Protection  
Procurement Section, Room 438G  
3900 Commonwealth Blvd, MS93  
Tallahassee, FL 32399-3000  
PHONE: (850) 245-2355  
Fax Number: (850) 245-2412  
E-mail: diane.d.harper@dep.state.fl.us
SECTION B – INSTRUCTIONS TO BIDDERS

B-21 BID MODIFICATION

Bid modifications will be accepted from Bidders, if addressed as indicated in Advertisement for Bids and if received prior to the Bid Opening. No bid modifications will be accepted after the Bid Opening. Bid modifications will only be accepted if addressed in written or printed form submitted with the original Bid in a sealed envelope. Telegrams, facsimiles, e-mails, separate sealed envelopes, and written or printed modifications on the outside of the sealed envelopes will not be accepted. All bid modifications must be signed by an authorized representative of the Bidder. Modifications will be read by the Department at the Bid Opening.

B-22 WITHDRAWAL OF BIDS

Bids may be withdrawn by written request of the Bidder prior to Bid Opening.

B-23 REJECTION OF BIDDERS

More than one Bid from a Person, as defined herein, under the same or different names will not be considered. If the Department has reasonable grounds for believing that a Bidder has an interest or stake in more than one Bid for the same Work, it shall reject all Bids in which such Bidders are believed to have an interest or stake.

B-24 RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the invitation to bid on the DMS Vendor Bid System. If those dates conflict, the date specified on the Vendor Bid System date shall prevail. The agent whose duty it is to open Bids will decide when the specified time has arrived and no bids received thereafter will be considered. The agent will announce prices and, upon request, release the name of each bidder and its price submitted pursuant to section 255.0518, Florida Statutes.

B-25 DISQUALIFICATION OF BIDS

Any or all bids will be rejected if there is reason to believe that collusion exists between or among Bidders. No participants in such collusion will be considered in future proposals for the same Work. Bidders also will be disqualified for failure to prequalify.

Misrepresentation or falsification of any entry made on the Bid Response Form or any attached documents will be deemed a Material Bid Deviation and will be grounds for rejection of that Bid.

B-26 REJECTION OF BIDS

The Department has the right to reject all bids when such rejection is in the interest of the Department, and to reject the Bid of a Bidder whom the Department determines, after a review of the Bid Response Form, Past Performance Evaluations, the Experience Questionnaire, and such other data as is available to the Department, is not in a position to perform the Work. If the Department rejects all bids and simultaneously announces it will rebid the Work, the initial bids shall not be public records until a subsequent bid is awarded. The Department reserves the right to waive any Non-material Bid Deviations received when such waiver is in the interest of the Department.

B-27 POSTING OF BID TABULATION AND BID PROTEST

Bid Tabulation with recommended award will be posted electronically on the DMS Vendor Bid System for review by interested parties. The posted bid results will remain posted for a period of seventy-two (72) hours, not including weekends or State holidays. A copy of the Bid Tabulation will be provided upon receipt of a written request and a self-addressed, stamped envelope. Other requests for documents must be made in accordance with the Public Records Act, Chapter 119, Florida Statutes. If the Department determines it will reject all bids, and concurrently announces that it will rebid the Project, bids made are not public records until after the rebid posting is made.
SECTION B – INSTRUCTIONS TO BIDDERS

Protest of Bid Award—Notice of Rights. Notice of Intent to Protest the Bid Award must be filed during the 72-hour posting period. Failure to file a Notice of Intent to Protest or a formal, written Protest in accordance with Rule 28-110, Florida Administrative Code, within ten days after posting ends, as prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of your right to an administrative hearing under Chapter 120, Florida Statutes. Rules for bid protests can be found in sections 120.569 and 120.57, Florida Statutes, and Chapter 28-110, Florida Administrative Code. A bid protester shall comply with these statutes and rules.

B-28 AWARD OF BID

The lowest bid will be that bid which is the lowest Base Bid together with any selected Alternates. The recommendation for award will be for the qualified, responsive Bidder submitting the lowest bid, provided it is in the best interest of the Department to accept it and the following criteria are met:

A. If the work requires a State Contractor’s License, the successful Bidder must have a current Qualified Business License from the Florida Department of Business and Professional Regulations prior to contract execution.

B. Bidders on this project must be licensed and insured to work in the county in Florida in which the Work will take place.

C. Qualifications based on information provided in response to Section B-4 and any other provisions the Department sets forth. If the Bidder fails to meet the qualification requirements as outlined in those sections, the Department shall disqualify the bidder from further consideration, and the next lowest bid shall be considered in accordance with the provisions of this section.

D. References/Past Performance. The Department shall contact two (2) references and, if available, one (1) of the Department Contract Managers for Bidder or any Associated Business Entity’s to evaluate Bidder’s past performance. The reference or Department Contract Manager, as applicable, will be asked the questions shown on Section F, Evaluation of Past Performance. The average scores for all individual references (Department and non-Department) will be totaled and averaged. Failure to receive an above-satisfactory or excellent performance evaluation (a score of 2.75 or above) for this overall average, or any single reference’s average score below 1.50 shall result in the Bid being rejected and the next lowest bid shall be considered in accordance with the provisions of this section. References should be available to be contacted during normal working hours. The Department will attempt to contact each selected reference up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the Bidder shall receive a score of zero (0) for that reference evaluation. The Department will not attempt to correct incorrectly supplied information.

The Contract will only be entered into by the Department with a responsible Bidder, which is found to meet all requirements of the Bidding Documents, including being qualified by experience and past performance, and in a financial position to do the Work specified.

B-29 PAYMENT BY DIRECT DEPOSIT

In order to expedite payment, the State offers payments using the Automated Clearing House (ACH) network and the CTX record format. Instructions can be obtained from the Department.

B-30 PERFORMANCE AND PAYMENT BONDS

Should the project be increased to $100,000 or more, Performance and Payment Bonds shall be required according to Ch.255, F.S. and Ch. 60D-5, F.A.C. In accordance with 255.05 F.S. the Department will not issue a Notice to Proceed and the Contractor shall not commence any of the Work until the Contractor has delivered the Bonds in proper form to the Department and provided proof of recording the bonds with the county having jurisdiction over the project. If an increase in project scope reaches or exceeds $100,000, work included in that increase shall not proceed until receipt by the Department of Performance and Payment Bonds with proof of recording the bonds with the county of jurisdiction.
SECTION B – INSTRUCTIONS TO BIDDERS

B-31 TERMINATION WITHOUT CAUSE

The Department may terminate the Contract without cause and for its convenience by giving thirty days written notice to the Contractor. Upon receipt of such notification, the Contractor shall within thirty days present a final Pay Request for all Work performed under the Contract up through the date the Contractor received the Department’s notice, including charges for any nonreturnable stored materials. Pay Requests not timely or properly submitted within thirty days of notice of termination without cause shall be deemed waived, and shall not be paid.

B-32 VENDOR REGISTRATION IN MYFLORIDAMARKETPLACE

Prior to entering into a contract with the Department, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor registration system. Information about the registration process is available, and registration may be completed at the MyFloridaMarketPlace website: http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors (link also available under Business at http://www.myflorida.com/). Prospective vendors who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at (866) 352-3776.

B-33 PURCHASE ORDER CONDITIONS AND INSTRUCTIONS

1. The State of Florida, through the State of Florida Department of Management Services, has instituted MyFloridaMarketPlace, a statewide electronic procurement system. Pursuant to subsection 60A-1.032(1), Florida Administrative Code, the Purchase Order shall be exempt from the one percent (1%) transaction fee. Exemption Code: 1C Procurement under Chapter 255 Florida Statutes.

2. Pursuant to section 287.058(1), F.S., the provisions of section 287.058(1)(a)-(i), F.S. are hereby incorporated by reference, to the extent applicable. Pursuant to section 287.0582, F.S., if this purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

3. This purchase order may be unilaterally cancelled by the customer for vendor’s refusal to allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Contract which are subject to the public records act, Chapter 119, F.S.

4. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor’s expense. Any increase in cost may be charged against the vendor.

5. Items received in excess of quantities specified may, at purchaser’s option, be returned at the vendor’s expense. Substitutions are not permitted. Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise.

6. In accordance with Section 287.133(2)(a) and 287.134(2)(a), F.S., an entity or affiliate who has been on the convicted vendor list or the discriminatory vendor list, respectively, 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, sub-contractor, or consultant under contract with any public entity; and may not transact business with any public entity.

7. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of such laws shall be grounds for termination or cancellation of this purchase order.

8. Pursuant to section 216.347, F.S., the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any
other Contract with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Inspector General or any other authorized State official, the vendor shall provide any type of information the Inspector General deems relevant to the vendor’s integrity or responsibility. Such information may include, but shall not be limited to, the vendor’s business or financial records, documents, or files of any type or form that refer to or relate to the purchase order. The vendor shall retain such records for the longer of (1) three years after the expiration of the purchase order or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The vendor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the vendor’s compliance with the terms of this or any other Contract between the vendor and the State which results in the suspension or debarment of the vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The vendor shall not be responsible for any costs of investigations that do not result in the vendor’s suspension or debarment.

9. The purchaser assumes no liability for merchandise shipped to other than the specified destination.

10. The terms of this purchase order may not be modified. Any attempt to modify a purchase order for goods or services shall not be accepted as the basis for additional compensation.

11. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-413-5516 or by calling the State Comptroller’s Hotline, 1-800-848-3792.

13. By accepting this electronic purchase order, the vendor agrees to be bound by these conditions and instructions:

END OF TEXT
SECTION C – SCOPE OF WORK

ALL PROSPECTIVE BIDDERS are requested to visit the project site to completely familiarize themselves with the nature and extent of the Work, any local conditions that may in any manner affect the Work, and the equipment, materials and labor required for the Work. The Project Site Inspection is not mandatory but it is recommend. If interested in bidding on this project, please schedule a Project Site Inspection. DEP Contact: William Fisher, Park Services Specialist; Email: William.fisher@dep.state.fl.us; Phone 305-795-2067; Cellphone 305-968-1362.

C-1 SCOPE OF WORK

The Office of Coastal and Aquatic Managed Areas (CAMA), Coral Reef Conservation Program, is soliciting competitive sealed bids for Rock Revetment To Control Shoreline Erosion at Biscayne Bay Environmental Center, located at 1277 NE 79th Street, Miami, Florida 33138. The Contractor shall provide all the necessary permits, labor, materials, equipment, supervision, and all things necessary to complete the Rock Revetment To Control Shoreline Erosion Project in full accordance with the Scope of Work, as follows:

1) Remove and replace the existing fence where needed to access project area.
2) Prepare 80-ft length of eroding shoreline area (2-ft behind Mangrove tree line) for industry standard geotextile filter fabric. Cut and fit filter fabric to project area in accordance with Miami-Dade County and City of Miami Codes.
3) On the fabric, place washed Limerock boulders measuring between 1-ft and 3-ft in diameter and mix these with 1-yd of existing uplands fill and soils for every linear foot of Limerock boulders to build rock revetment.

The Contractor shall provide daily clean-up of the project worksite. All debris shall be removed from the project site and properly disposed of in accordance with all laws and regulations.

C-2 REQUIREMENTS

The Contractor shall protect existing structures and utility services and, if damaged, shall be responsible for any repairs. The Contractor shall exhibit care for personal safety and the safety of others on or near the project worksite and care for the security of property owned by the State of Florida.

C-3 PERMITS

Local building permits and special permits due to zoning and ordinances also may be required. Water Management District, Department of Environmental Protection, and other local, state, or federal environmental permits may be necessary before shoreline restoration can start. The Bidder shall include as part of the Base Bid the cost of all permits, unless otherwise stated in the Bidding Documents.

C-4 NOTICE TO PROCEED

The Contractor shall mobilize on-site and proceed with demolition of structures after issuance of a Purchase Order.

C-5 SUBSTANTIAL & FINAL COMPLETION

The Work to be performed under the Contract shall commence within the time set in the Notice to Proceed (Purchase Order) and shall reach Substantial Completion within thirty (30) days, and shall reach Final Completion within fourteen (14) days after the date of Substantial Completion.

C-6 INVOICING AND PAYMENT

Payment shall be made upon final completion of the project and acceptance by the Department of Environmental Protection. Payments shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to the Vendor due to preparation errors will result in a delay of payment. All bills for amounts due under this bid shall be submitted in sufficient detail as may be required by the Department for a proper pre-audit and post-audit.

END OF TEXT
SECTION D – GENERAL AND SPECIAL CONDITIONS

D-1 PERFORMANCE MEASURES

The Work shall be reviewed by the Project Manager to ensure that it meets the specifications outlined herein and in the specified project permits. Any deficiencies shall be remedied by the Contractor at no additional cost to the Department.

D-2 FINANCIAL CONSEQUENCES

In the event that services provided are deemed unsatisfactory, the Contractor shall re-perform the work to ensure satisfactory service, at no additional cost to the Department. Failure to provide all services or failure to provide services which are satisfactory, shall result in a reduction in payment, non-payment, or termination of this Contract.

D-3 LIQUIDATED DAMAGES

If the Contractor fails to complete the Work within the time set for Substantial Completion, the Contractor shall pay the Department as liquidated damages for such delay, and not as a penalty, $50.00 for each and every day elapsing between the date set for Substantial Completion and the date such Substantial Completion was fully accomplished. If the Work does not reach Final Completion within the time set in the Contract, the Contractor shall pay to the Department as liquidated damages for such delay, and not as a penalty, one-half of the rate indicated for Substantial Completion. Said liquidated damages, not-to-exceed twenty percent (20%) of the total Contract Price, shall be payable by the Contractor to the Department and shall not exclude the recovery of damages by the Department under other provisions of the Contract, except for the Contractor's delay.

D-4 CHANGES IN THE WORK

Any unforeseen changes in the Scope of Work must be verified by the Project Manager and changed in the Purchase Order prior to work being performed if an increase in price is expected.

D-5 TELEPHONE

The Contractor shall maintain a cellular phone in good working order during the project and shall be available by phone during normal working hours.

D-6 SANITARY PROVISIONS

The Contractor is not required to provide portable toilet facilities; however the Contractor is responsible for maintaining the reasonably neat and clean conditions of facilities used in the Park. No nuisance will be permitted.

D-7 CONDUCT OF WORKERS

The Contractor shall inform its Subcontractors, laborers, workers and other persons on the Project Site that any sexual harassment, obscene speech, swearing and cursing, fighting, lewd behavior, or any similar inappropriate acts or speech are prohibited in the Management Unit. Workers shall dress appropriately so they do not offend the public. Management Units are family oriented and the above requirement will be strictly enforced. Illegal drug use and use of alcohol are prohibited in the Management Unit. Smoking inside any Department building is prohibited. Smoking shall only occur in areas designated by the Department for that purpose.

D-8 CONTRACTOR’S INSURANCE

The Department shall not execute the Contract until the Contractor has obtained all the required insurance specified below and such insurance has been approved by the Department. Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been so obtained and approved. The State of Florida shall in no way be liable for any sums of money which may represent a deductible in Contractor's insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or Subcontractor providing such insurance.
SECTION D – GENERAL AND SPECIAL CONDITIONS

Insurance Certificates and Endorsements shall be submitted to the Department’s Procurement Officer. The Certificates shall provide that the Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund, 3900 Commonwealth Blvd., MS-93, Tallahassee, Florida 32399-3000, are additional insured for the purposes of general liability and automobile liability for the Contract term, and shall reference a contract or bid number.

All insurance certificates shall meet the following requirements:

.01 Evidence of insurance shall include the telephone number, name, and address of the insurance agent, the policy of insurance and all required endorsements.

.02 No endorsement shall impose limitations on, or provide for exclusions from, the coverage provided to the Department, and the Trustees that make that coverage differ from the coverage provided to the primary named insured under the respective policy of insurance.

.03 All insurance required under the Contract shall be primary and in favor of the Department without any joint coverage requirements or co-primary requirements.

.04 In the event applicable law requires that any such insurance be co-primary, the Contractor agrees to obtain and pay for a specific endorsement naming all of its insurance as primary and applicable insurance of the Department and the Trustees' as secondary.

The Contractor and Subcontractor shall purchase and maintain Insurance from a company licensed to do business in the State of Florida that will protect the Department and the Contractor in the amounts and for the coverage stated herein with the appropriate endorsements in favor of the Department, the Trustees, and the Contractor, as follows:

Workers’ Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Workers’ Compensation Insurance for all of the Contractor’s Employees connected with the Work and, in case any of the Work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers’ Compensation Law. In case any class of employees engaged in hazardous work under this Contract the Project Site is not protected under the Workers’ Compensation laws, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of those employees not otherwise protected.

Commercial General Liability and Property Damage Insurance Coverage: The Contractor shall take out and maintain during the life of this Contract Commercial General Liability for damages because of bodily injury or property damage that may arise from operation under this Contract whether such operations are by Contractor or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows: Bodily Injury & Property Damage, Personal Injury, Advertising Injury, Products & Completed Operations -- $100,000 each occurrence/$300,000 General Aggregate.

Automobile Liability Coverage: The Contractor shall take out and maintain during the life of this Contract Commercial Automobile Liability for damages because of bodily injury or property damage that may arise from operation under this Contract whether such operations are by Contractor or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows: Bodily Injury & Property Damage, including hired and non-owned $300,000 Combined Single Limit. Coverage shall apply on an occurrence basis.

Builder’s Risk Coverage: The Contractor shall take out and maintain during the life of this Contract a "Builder’s Risk Policy" All Risks Form, if applicable, issued on a completed valued basis. Installation Floaters and other Inland Marine Forms may be utilized where applicable and are in the best interest of the State of Florida. All Builder’s Risk insurance shall include windstorm coverage, and flood coverage where applicable.
Longshoremen’s and Harbor Worker’s Insurance or Jones Act Insurance in an amount sufficient to cover Contractor’s forces shall be secured, if applicable.

Policies of insurance providing the coverage required under the Contract Documents and these Conditions shall contain a provision prohibiting the cancellation or modification of such insurance without thirty (30) days’ prior written notice to the Department.

The Contractor shall not make any change to, or cancel, any insurance coverage without the Department’s prior approval. Should any cancellation occur, and new coverage is not immediately obtained, the Department shall have the right to suspend the Work until such coverage is obtained; the Department shall not be deemed to cause any delay or incur any cost for such suspension.

Exclusion of the Department from Liability: Notwithstanding any other provision of the Contract Documents, should the Contractor sustain loss or be damaged by act or omission of a Separate Contractor or Subcontractor, the Department and the Trustees shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from the Department to compensate for such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons or entities other than the Department.

Indemnification Rider: The Contractor’s Liability Policy shall provide an indemnification and hold harmless rider to cover the indemnification and hold harmless agreement required under the Contract. The Contractor and Department agree that one percent of each payment shall be understood to represent the consideration required for such indemnification and hold harmless rider.

END OF TEXT
SECTION E - BID RESPONSE FORM

FROM: 

Company Name: ______________________________________________________
Address: ____________________________________________________________
City/State/Postal Code: ______________________________________________

TO: 

Diane Harper, Procurement Officer
Florida Department of Environmental Protection
Procurement Section, Room 438G
3900 Commonwealth Blvd, MS93
Tallahassee, FL 32399-3000

The undersigned, hereinafter called "Bidder," having familiarized himself with the local conditions, nature and extent of the Work and having examined carefully the Project Site, Scope of Work, and the Bidding Documents, proposes to provide all permits, labor, materials, equipment, supervision, and all things necessary for the proper execution and completion of the Rock Revetment To Control Shoreline Erosion at Biscayne Bay Environmental Center, in full accordance with the foregoing documents, and, if awarded the Contract, to complete said Work within the time limits specified for the following Bid Price.

YOUR BID WILL BE REJECTED IF YOU ADD ANY CONDITIONS TO OR IMPOSE ANY CONDITIONS ON THE BID.

Base Bid: The Contractor shall provide all the necessary permits, labor, materials, equipment, supervision, and all things necessary to complete the Rock Revetment To Control Shoreline Erosion Project at Biscayne Bay Environmental Center, in full accordance with the Scope of Work. * The Contractor shall provide daily clean-up of the project worksite. All debris shall be removed from the project site and properly disposed of in accordance with all laws and regulations.

Lump Sum $ ____________________

Write out lump sum amt.: ________________________________

THE FOLLOWING FORMS OR DOCUMENTS SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THIS BID RESPONSE FORM. THE BID WILL BE REJECTED FOR FAILURE TO INCLUDE ALL THESE FORMS OR DOCUMENTS IF MATERIAL TO THE BID AND NOT A NON-MATERIAL DEVIATION.

CHECKLIST:

☐ 1. Bid Response Form (Section E) including list of names under which Bidder and Associated Business Entities have operated during past eight years - One original, one copy
☐ 2. Current state contractor license, certification or registration, if required by Florida Statutes
☐ 3. Current corporate registration
☐ 4. Signed copies of all Addenda - failure to sign and return all Addenda to the Procurement Officer will result in rejection of the Bid if it materially affects the Bid and is not a Non-material Bid Deviation.
☐ 5. Evaluation of Past Performance (Section F) - Three (3) references on form, one per sheet

The Bidder hereby agrees that:

(a) The above bid shall remain in full force and effect for a period of sixty (60) calendar days after the time of the bid opening and that the Bidder will not revoke or cancel this bid or withdraw from the competition within the said sixty (60) calendar days.

(b) The Bidder has reviewed the Bidder's Representations and Certifications in Section B-4, has provided explanations where applicable, and understands that submission of a Bid without providing explanations constitutes the Bidder's certification that all of the statements contained in Section B-4 are true and correct to the best of Bidder's knowledge and belief.

(c) In the event the project is awarded to this Bidder, it will enter into a formal written Contract with the Department in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to it and it will furnish to the Department a Performance Bond and a Labor and Materials Payment Bond, if applicable, with
good and sufficient sureties, satisfactory to the conditions of the Contract and terms of which shall fully comply with Section 255.05, Florida Statutes. The Bidder further agrees that in the event of the Bidder’s default or breach of any of the requirements of this proposal, the Bid Guaranty shall be forfeited as liquidated damages.

NOTE: Bidder shall be in compliance with Chapter 489, Florida Statutes, and/or all other Licensure Requirements and the Rules promulgated by the Department of Business and Professional Regulation. Bidder holds the following described license:

(Name of Holder)  (Certificate No.)

In witness whereof, the Bidder has hereunto set its signature and affixed its seal this __________ day of __________________________, 2014.

(Seal)

By: __________________________________________

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

Print Name and Title: __________________________________________

Print Name of Firm: __________________________________________

Address: __________________________________________

Contact Person: __________________________ Telephone #: __________________________

FEID #: __________________________ Fax #: __________________________

Continuous Years in Operation: ____________

Fiscal Year Ending Date: ____________

Please list all Associated Business Entities, the definition of which can be found in Instructions to Bidders Section B-1, in the space provided below:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

END OF TEXT
SECTION F - EVALUATION OF PAST PERFORMANCE
ENCLOSE THREE (3) REFERENCES WITH THE BID

TO BE COMPLETED BY THE BIDDER:
Bidder or Associated Business Entity’s Name: ________________________________
Company Representative: __________________________________________________
Bidder’s Phone Number: __________________________________________________

REFERENCE:
Reference Name:_____________________________________________________________________
Phone Number:_____________________________________________________________________
Person Interviewed:_________________________________________________________________
Email Address: _____________________________________________________________________

TO BE COMPLETED BY THE DEPARTMENT:
Interviewed By: ___________________________________________________________________
Date of Interview: __________________________________________________________________

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

Briefly describe the work the Bidder performed for your company.
_________________________________________________________________________________

1. How well did the contractor adhere to the agreed upon schedule?

   Excellent________   Above Satisfactory________   Satisfactory________   Fair________   Poor________
   Comments: ____________________________________________________________________________

2. How would you rate the contractor’s overall quality of work?

   Excellent________   Above Satisfactory________   Satisfactory________   Fair________   Poor________
   Comments: ____________________________________________________________________________

3. How would you rate the contractor’s use of adequate personnel in quantity, experience and professionalism?

   Excellent________   Above Satisfactory________   Satisfactory________   Fair________   Poor________
   Comments: ____________________________________________________________________________

4. How would you rate the contractor’s use of appropriate equipment and methods?

   Excellent________   Above Satisfactory________   Satisfactory________   Fair________   Poor________
   Comments: ____________________________________________________________________________

SCORING:

   Excellent = 4 points
   Above Satisfactory = 3 points
   Satisfactory = 2 points
   Fair = 1 point
   Poor = 0 points
   Total Score = __________
   Average (Total Score/4) = __________

Reference Signature: ___________________________    Date: __________________________

END OF TEXT

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