



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

REQUEST FOR PROPOSALS

FWC 17/18-18

**FACILITATION & ECOLOGICAL SERVICES
FOR THE
DEVELOPMENT OF THE LAKE ISTOKPOGA HABITAT MANAGEMENT PLAN**

Procurement Manager

Ruth Heggen

Florida Fish & Wildlife Conservation Commission

Tallahassee Purchasing Office

2590 Executive Center Circle East, Suite 100

Tallahassee, Florida 32301

ruth.heggen@myfwc.com

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSALS (RFP)
17/18-18

**FACILITATION & ECOLOGICAL SERVICES
FOR THE
DEVELOPMENT OF THE LAKE ISTOKPOGA HABITAT MANAGEMENT PLAN
RESPONDENT ACKNOWLEDGMENT FORM**

Contractor Name: _____

Contractor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

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

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT RFP RESPONSE TO:

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

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 17/18-18

REQUEST FOR PROPOSALS CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	August 8, 2017	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
NON-MANDATORY Pre-Proposal Conference	August 15, 2017 @ 10:00 a.m.	Pre-Proposal Conference Location: FWC Eustis Fisheries Research Lab 601 W. Woodward Avenue Eustis, Florida 32726
Deadline for Questions	Must be received PRIOR to: August 18, 2017 @ 5:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Ruth Heggen, Procurement Manager 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301 OR EMAIL TO: ruth.heggen@myfwc.com
Anticipated date for Responses to Written Questions	August 23, 2017	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
SEALED RESPONSES DUE AND OPENED (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received PRIOR to: September 6, 2017 @ 2:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Evaluation Period	September 8, 2017 - September 29, 2017	Florida Fish & Wildlife Conservation Commission
Anticipated Award Date	October 9, 2017	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSALS (RFP)
FWC 17/18-18

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

PURPOSE

The intent of this RFP is to obtain competitive proposals to implement a comprehensive stakeholder engagement plan and develop and write a habitat management plan for Lake Istokpoga that utilizes stakeholder input, per the specifications contained herein.

Please note:

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

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

RESPONSIVE

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

NON RESPONSIVE

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

RESPONSIBLE COMPANIES

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

REJECTION OF BIDS

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

TERM

The Contract will be effective from issuance of a Purchase Order to December 31, 2019.

Project shall be completed by the contractor by the Completion Date of December 31, 2019. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Project Manager and the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-proposal conference will be held at the location specified below on the date and time specified in the **Calendar of Events (Page 3)**. The purpose of the pre-proposal conference is to discuss the contents of this RFP and to accept verbal questions from Respondents concerning the project. The FWC will make a reasonable effort to answer verbal questions asked at the pre-proposal conference, however, Respondents should clearly understand that verbal discussions held at the pre-proposal conference shall not be binding on the FWC, and the FWC will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

Address of Pre-Proposal Meeting

FWC Eustis Fisheries Research Lab
601 W. Woodward Avenue
Eustis, Florida 32726

TERMS AND CONDITIONS

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

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

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

The terms and conditions of **Attachment A, Purchase Order Terms and Conditions** are hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in **Attachment A**.

CONDITIONS AND SPECIFICATIONS

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

DEADLINE FOR QUESTIONS

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

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

Questions shall be directed to:

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

LIMITATION ON CONTRACTOR CONTACT DURING SOLICITATION PERIOD

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PROPOSAL OPENING LOCATION

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

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

MAILING INSTRUCTIONS

The Contractor shall submit an original and five (5) separate electronic copies of their proposal in a **SEALED ENVELOPE** to the address listed on page two (2). **THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: RFP NUMBER, DATE AND TIME OF THE RFP OPENING. THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.**

PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES, SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT

IN ATTEMPTED DELIVERY PRIOR TO OPENING, OR AFTER CLOSING, AND THE COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.

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

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be organized as follows:

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

TAB B. Experience Form (Mandatory Form) –The Respondent shall complete and submit the Experience Form enclosed herein as **Attachment B**, to provide information for a minimum of five (5) similar projects completed by the Respondent and their proposed subcontractors. Current contact names, phone numbers, and email addresses shall be given. This information shall be provided on the Experience Form, enclosed herein, and submitted with proposal.

The Experience Form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected. Information submitted on the Experience Form will be used to corroborate the experience information provided elsewhere in the proposal.

TAB C. Qualifications and Experience (Mandatory Submission) – The Respondent shall provide the following for themselves and their proposed subcontractors in order to demonstrate their qualifications, experience and ability to provide the services outlined in the Scope of Services. (FWC anticipates that a facilitation contractor and ecological services contractor will be employed for this project with one serving as the Respondent and the other as the subcontractor.)

1. Feedback and/or testimonials received from facilitating meetings with natural resource themes and using social science to engage stakeholders in natural resource issues.
2. Descriptions, and if available, samples of at least two (2) deliverables that demonstrate the Respondent’s and their proposed subcontractors’ experience in environmental and aquatic habitat management and development of environmental or aquatic habitat management plans.
3. The Respondent shall identify the personnel to be used for this project and provide a current curricula vitae or resume with relevant education and experience for all

personnel listed.

TAB D. Project Plan (Mandatory Submission) – The Respondent shall prepare a Project Plan which addresses the following:

1. **Understanding of the Scope of Work:** The Respondent shall demonstrate a thorough understanding of the purpose, scope and deliverables for the services requested.
2. **Approach:** The Respondent shall describe an approach (lay out a plan) to develop an aquatic habitat management plan for Lake Istokpoga. Approach shall include, but not be limited to, a conceptual format of a habitat management plan for the lake (i.e., what needs to be included in development and construction of a stakeholder-driven lake management plan), a description of the overall plan to analyze stakeholders and engage them in public forums relative to developing a habitat management plan, proposed methods/models for obtaining meaningful stakeholder inputs, proposed methods for storing and accessing stakeholder inputs, proposed methods for contacting/noticing stakeholders, proposed number of public meetings/events/engagement opportunities, proposed number of in-house (agency staff) meetings, proposed lay out of time frame to complete project and amount and type of assistance required from agency staff.
3. **Objectives:** The Respondent shall clearly state their understanding and approach to address project objectives.
4. **Outline of Process Steps:** The Respondent shall clearly outline in the proposal all steps and support necessary to complete all tasks. This is also an opportunity for the Respondent to articulate steps/support that may be needed for this project not outlined in this Scope of Work.
5. **Logistic Support:** The Respondent shall provide an itemized description of what level of logistic support they are able to provide.
6. **Proximity of Primary Office that Respondent Staff will work from:** The Respondent shall articulate their ability to provide timely services to the stakeholders within the Highlands County, Florida area.
7. **Knowledge of the Resources:** The Respondent shall demonstrate their knowledge of lake ecosystems of Florida and environmental and aquatic habitat management in Florida lakes, specifically lakes in central Florida. Emphasis should be on the importance of, and the Respondent's knowledge of, Lake Istokpoga and its aquatic resources (i.e., within its legal boundaries as defined by FMA 98-02, "ESTABLISHMENT OF ISTOKPOGA FISH MANAGEMENT AREA", within the county, watershed, region, state, nation, etc.)
8. **Knowledge of Pertinent Stakeholders:** The Respondent shall demonstrate his/her knowledge of and familiarity with key stakeholders within the Lake Istokpoga.
9. **Conflict and Conflict Resolution:** The Respondent shall outline proposed methods/models for addressing conflicts leading to clear defined and accepted conflict resolution. Conflict situations addressed should include but not be limited to conflicts between stakeholders (including conflicts between agencies, conflicts between agencies and stakeholders), conflicts at stakeholder meetings/events/engagement opportunities (including unruly stakeholders and keeping stakeholder inputs in line with agenda items) and conflicts between habitat management ideas and ideals (how to determine consensus among a diverse group of stakeholders).

10. Conflicts or Prohibitions: The Respondent shall disclose any current interest or prohibitions, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed.

A Project Plan, which addresses the above topics, must be prepared and submitted as part of the RFP response or the response shall be rejected.

TAB E. Cost Form (Mandatory Form) –The Respondent shall complete and submit the enclosed Cost Form (**Attachment C**). For the purpose of this RFP, cost will be provided as a total fixed price for providing all facilitation services outlined herein. The Total Fixed Price shall include, but not be limited to, labor costs, benefit costs, insurance costs, travel expenses, and any other materials/supplies needed to complete the project. The Cost Form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected.

CONTRACTORS' INQUIRIES

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

FWC CONTRACT MANAGER

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

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

SELECTION AND EVALUATION OF PROPOSALS

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

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

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

In cases where Contractors submit proposals that are determined by the Commission's evaluation committee to contain equal or very nearly equal terms, stated herein, the evaluation committee shall have no obligation except to select the proposal which they consider to be in the best interest of the State.

EVALUATION CRITERIA

A. General

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

B. Scoring

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

1. **Qualifications and Experience – Total 40 Point Value**
Respondent's and Subcontractor's qualifications and prior relative experience as demonstrated through the information provided on the Experience Form and in the Qualifications and Experience Tab.
2. **Project Plan – Total 40 Point Value**
 - A. Demonstration of understanding
 - B. Approach described
 - C. Project objectives addressed
 - D. Process steps outlined
 - E. Logistic support identified
 - F. Proximity of primary office Respondent staff will work from – address ability to provide timely services to stakeholders within the Highlands County, Florida area.
 - G. Knowledge of the resources (Lake Istokpoga and Istokpoga watershed) described
 - H. Knowledge of pertinent stakeholders described
 - I. Conflicts and conflict resolution plan addressed
3. **Price – Total 20 Point Value**
The Respondent submitting the lowest cost will receive the maximum points for the cost element of the evaluation. The other respondents' scores will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent.

Note: A formula will be used by FWC when scoring the cost proposal. The following cost formula will be used to determine the number of points added to the scores of the Respondent under review:

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

Where:

a - Lowest proposed fixed price cost

n - Proposed fixed price cost for Respondent under review

b - Number of maximum points awarded for lowest proposal

c - Score awarded to proposal under review

ECONOMY OF PRESENTATION

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

POSTING OF PROPOSAL TABULATION

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

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time frame allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Written notices, formal protests and proceedings must conform to the requirements set forth in Chapter 28-110, Florida Administrative Code.

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

CONTRACT

This RFP, the successful Respondent's response, and the Purchase Order/Written Agreement, shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Request for Proposals then to Contractor's response. The Commission reserves the right to revise the Purchase Order/Written Agreement as necessary to meet the requirements of this RFP.

VERBAL INSTRUCTION PROCEDURE

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

ADDENDUMS

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

NOTICE TO PROCEED

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

DELIVERABLES

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

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

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

Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report. Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of

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

Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

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

LIQUIDATED DAMAGES

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

FINANCIAL CONSEQUENCES

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

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

LICENSURE

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

INSURANCE REQUIREMENTS

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

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

General Liability Insurance. By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage, and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Contractor's Automobile Insurance for Use of State Vehicle. The Contractor shall secure and maintain, for the life of this Contract, insurance coverage satisfactory to the Commission for the Contractor's use of Commission vehicles with limits not less than \$300,000 per incident for bodily injury and property damage liability. The coverage must also include personal injury protection meeting the statutory minimum of \$10,000.

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

Written Verification of Insurance. Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the effective date of the Task Assignment, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and can be faxed to (850) 922-8060.

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

DAMAGES TO STATE PROPERTY

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

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

SUBCONTRACTS

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

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the

expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

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

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

TERMINATION

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

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

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

Termination. Other. The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

FAMILIARITY AND COMPLIANCE WITH LAWS

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

ELIGIBILITY AND LICENSURE

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

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

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

RELATIONSHIP OF THE PARTIES

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

Contractor Training Qualifications. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

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

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to

another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

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

PROHIBITION OF UNAUTHORIZED ALIENS

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

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

NON-DISCRIMINATION

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

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

PUBLIC ENTITY CRIMES

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

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

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

INDEMNIFICATION

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

Contractor Federal Certification. In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

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

COMMITMENT OF FUNDS

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

PAYMENT OF FUNDS

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

ELECTRONIC FUNDS TRANSFER (EFT)

The State of Florida can deposit Contractor payments directly into your bank account. Contractors can register for EFT at http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm. **Note:** Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one (1) financial institution's account information on file for one (1) federal tax identification number (SSN or FEIN). Payments cannot be sent to two (2) or more financial institutions.

AUTOMATED CLEARING HOUSE (ACH)

To make transaction fee payments, Contractors can register for debit ACH at http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. **Note:** Registering for ACH can take up to fourteen (14) days.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest

penalty set by the State Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-3323 or Purchasing Office at (850) 488-6551. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than thirty five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 413-5516.

MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

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

ADDITIONAL LEGAL REQUIREMENT

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

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

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

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

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

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

PUBLIC RECORDS

A. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor

in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

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

COOPERATION WITH INSPECTOR GENERAL

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

RECORD KEEPING REQUIREMENTS

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

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

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

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

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

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

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

INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

CONFIDENTIALITY/PUBLIC RECORDS LAW

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

COMPLIANCE WITH LAWS

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

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

PROHIBITION AGAINST LOBBYING

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

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

SEVERABILITY AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

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

FLORIDA EMERGENCY SUPPLIER NETWORK

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

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

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

**FWC 17/18-18
SCOPE OF WORK**

**Facilitation & Ecological Services for the Development of
the Lake Istokpoga Habitat Management Plan**

BACKGROUND

Lake Istokpoga is a large natural lake (27,692 surface acres) in Highlands County that comprises multiple habitat types. Management of Lake Istokpoga can be difficult for lake managers due to numerous issues: a stabilized water regulation schedule that allows little opportunity for manipulation (flooding or drydown) because of flood control and water supply concerns, a south Florida growing season that allows aquatic plants to flourish throughout much of the year with multiple invasive and noxious plant species, an expanding urban watershed, and a large number of stakeholders with a wide range of competing and/or overlapping interests in Lake Istokpoga, all of which are interested in seeing FWC develop a management plan that addresses their own specific concerns. FWC needs to develop a lake management plan that includes stakeholder inputs with opportunities for future ongoing communication while allowing effective, transparent management of fish and wildlife habitats within Lake Istokpoga.

A Habitat Management Plan (Plan) with specific management strategies, goals, objectives, measurables, and monitoring strategies is needed to create a framework for FWC's management activities on Lake Istokpoga that reflects and incorporates stakeholder input. The Plan should be written for a target audience of informed stakeholders. The Plan should only address activities that are within the jurisdiction of FWC; therefore not all possible lake management issues are included. Issues such as water level management, water quality, and watershed development, although often mentioned by Lake Istokpoga stakeholders and important in habitat management, will not be directly addressed in management strategies within the Plan because these issues are not within the direct jurisdiction of FWC. Instead, they might be included in a listing of potential future actions by other agencies or discussion of the history of other agencies' efforts to address these issues. This planning process and resulting Plan are not intended to usurp the current intra-agency and inter-agency teams and committees currently involved in management coordination of the lake, but to provide a more formalized document to which stakeholders and managers may refer when discussing FWC's management of Lake Istokpoga.

SCOPE OF WORK

The selected contractor (Contractor) will work directly with Commission staff to 1) implement a stakeholder engagement plan, including meeting/event/engagement opportunity planning, meeting/event/engagement opportunity facilitation, and meeting/event/engagement opportunity management services, and 2) develop and write a Lake Istokpoga Habitat Management Plan, including habitat performance expectations, habitat performance measurables, and habitat monitoring strategies, driven by stakeholder desires and input and based on sound ecological principles. Final products (deliverables) shall be a Lake Istokpoga Habitat Management Plan fully vetted through participating stakeholders. The project must be completed within the timeframe specified in the TERM section of this RFP.

I. Description of Services

- A. Stakeholder Engagement Plan (see **Appendix A**, “Lake Istokpoga Stakeholder Engagement Plan: Guidelines for Proposed Work – which has been uploaded separately to the Vendor Bid System)
1. In coordination with the FWC Project Manager and FWC human dimensions staff, Contractor shall define the purpose, goal(s) and specific objective(s) for engaging stakeholders throughout the process of writing a Lake Istokpoga Habitat Management Plan. The Contractor shall provide time-specific stakeholder engagement objectives not to exceed engagement activities every three (3) months throughout the plan process, unless otherwise excepted by the FWC Project Manager.
 2. In coordination with the FWC Project Manager, FWC human dimensions and public information staff, and other FWC project staff, the Contractor shall develop and implement a plan to assess baseline stakeholder knowledge, attitudes and perspectives regarding the management of Lake Istokpoga using sound social science methodologies. The FWC Project Manager and FWC human dimensions staff will have final discretion over plan content. Plan will be implemented by the Contractor under the direction of the FWC Project Manager and FWC human dimensions staff.
 3. Incorporate stakeholder analysis into a stakeholder engagement plan that will address knowledge gaps, potential conflicts, and encourage successful engagement in the development of the Lake Istokpoga Habitat Management Plan.
 4. In coordination with the FWC Project Manager, FWC human dimensions staff and other FWC project staff, the Contractor shall define appropriate stakeholder groups (e.g., home owner organizations, fish camps and marinas, NGOs, governmental agencies, angler groups, hunter groups, wildlife viewing groups, etc.) appropriate contacts for those groups, and specific individual stakeholders to be invited to participate in providing input relative to developing and writing a Lake Istokpoga Habitat Management Plan. The Contractor shall ensure those groups and individuals are made aware of all stakeholder engagement activities related to plan development. The Contractor shall develop and implement a stakeholder participation mitigation plan for stakeholders and stakeholder groups who choose not to participate in Plan development.
- B. Meeting/Event/Engagement Opportunity Planning and Consultation
1. In coordination with the FWC Project Manager, FWC human dimensions staff and other FWC project staff, the Contractor shall develop and implement a planning process to accomplish the following:
 - a. Develop agendas and programs for each meeting/event/engagement opportunity.
 - b. Set the goal and objectives for each meeting/event/engagement opportunity.
 - c. Identify specific deliverables, outputs and outcomes for each meeting/event/engagement opportunity.
 - d. Determine appropriate models, processes, approaches, techniques and methodologies that will successfully achieve or accomplish the specific

goal, objectives, and deliverables for each meeting/event/engagement opportunity.

- e. Identify specific issues and sideboards that may affect desired outcomes for each meeting/event/engagement opportunity and develop strategies to successfully address those issues.
 2. In coordination with the FWC Project Manager, FWC human dimensions and public information staff, and other FWC project staff, the Contractor shall be responsible for public communication services about the meetings in venues, including, but not limited, newspapers of local and regional distribution, local blogs, FWC website media, mailings to residents, etc., secure meeting locations in coordination with and at the discretion of the FWC Project Manager (FWC will provide funding for meeting sites separate from this contract), and provide pre-meeting planning, meeting room setup, meeting recording and note taking, written documentation of meeting notes (provided no later than seven [7] calendar days post-meeting) as needed for each meeting/event/engagement opportunity.
- C. Facilitation and Moderating of Stakeholder Engagement Activities
1. Schedule, mediate, and facilitate a minimum of one (1) Stakeholder meeting/event/engagement opportunity (e.g., survey, teleconference, Plan review and commenting opportunity) quarterly (every three [3] months; to begin no later than 60 days of project notice-to-proceed) to increase awareness and knowledge of Lake Istokpoga and its management, identify common interests, reduce conflicts among stakeholder groups, reduce conflicts between stakeholders and agencies, and update on Plan development status.
 2. Organize and manage a process for communicating with stakeholders between meetings/events/engagement opportunities that ensures all identified stakeholders have full access to all information.
 3. Organize, facilitate, and manage all stakeholder forums, meetings/events/engagement opportunities, focus groups, workshops, etc. that are conducted. Night and/or weekend meetings/events/engagement opportunities may be required. In coordination with the FWC Project Manager, FWC human dimensions staff, and other FWC project staff, outside experts shall be identified and brought in to inform stakeholders about subject matter addressed at a particular meeting, event, focus group or workshop.
 4. Manage, organize, and document stakeholder input (written and verbal) received both during and between meetings/events/engagement opportunities for inclusion in the Plan as appendices.
 5. In coordination with the FWC Project Manager, FWC human dimensions and public information staff, and other FWC project staff, the Contractor shall develop and implement strategies to promote better understanding among stakeholder groups regarding the balance the FWC seeks when making decisions in which stakeholder groups have competing interests. In coordination with the FWC Project Manager, FWC human dimensions and public information staff, and other FWC project staff, the Contractor shall provide stakeholders with information on the full range of ideas, beliefs, and concerns expressed by all stakeholders involved in this Process.
 6. Develop and provide pertinent meeting/event/engagement opportunity handouts to help clarify/summarize items 1. – 5. above for the public.

- D. Feedback and Evaluation of Stakeholder Input
 1. The Contractor shall solicit and collect feedback from all stakeholders during each meeting/event/engagement opportunity, and provide a summary to FWC regarding how successfully each meeting achieved the stated objectives, meeting organization and facilitator performance.
 2. All meeting/event/engagement opportunity feedback from participants and meeting/event/engagement opportunity leader(s) on meeting success, meeting organization and facilitators' performance shall be documented and included as an appendix in the Plan.
 3. The Contractor shall collect and submit feedback for each meeting/event/engagement opportunity using a survey, standard participant evaluation form or similar acceptable tool relevant for the type of information to be collected during each meeting/event/engagement opportunity.
 4. The Contractor shall inventory and submit a list of meetings/events/engagement opportunities facilitated each quarter.
 5. The Contractor shall conduct and submit a summative evaluation of the overall stakeholder engagement process to include:
 - a. Pre and post assessment of stakeholder attitudes and perspectives about management of Lake Istokpoga;
 - b. Pre and post assessment of stakeholders knowledge of Lake Istokpoga and its management; and,
 - c. Post assessment of stakeholders' participation in the development of the Lake Istokpoga Habitat Management Plan.

- E. Development and Synthesis of Lake Istokpoga Habitat Management Plan (to include, but not necessarily limited to, the following chapters or sections):
 1. Introduction, Overview, and Purpose;
 2. Habitat Management Background and History;
 3. Overall Management Vision and Guiding Principles;
 4. Identification, Development, and Prioritization of Management Issues, Strategies, Goals, Objectives, and Recommendations;
 5. Identification and Development of Monitoring Measurables and Strategies;
 6. Actions for Other Agencies to Consider; and,
 7. Summary and Conclusions.

II. FWC Internal Activities

- A. Mediate and facilitate FWC staff meetings to discuss and ensure incorporation of stakeholder input into the Lake Istokpoga Habitat Management Plan.
- B. Assist the Contractor to ensure all meetings proceed efficiently with desired outcomes for all agenda items successfully achieved for each meeting.
- C. Ensure meetings and agenda items stay within published time frames.
- D. Organize and schedule timely revisions of the Lake Istokpoga Habitat Management Plan.
- E. Archive a master copy of the Lake Istokpoga Habitat Management Plan.

III. Payment Criteria

Once a written Notice to Proceed is issued to the Contractor, the time frame specified in the Contractor's Proposal (which must comply with the dates in the TERM section of this RFP) will be broken into quarters for payment purposes. Partial Payments may be

requested once each quarter in accordance with the Payment Schedule. The Contractor can request a Final Payment once the final deliverables and the deliverables for each quarter have been received and determined to be acceptable by the FWC's Contract Manager.

IV. Payment Schedule and Deliverables

Quarter	Deliverable(s)	Timeline (no later than)	Payment Amount (Fixed Price per Quarter)
1	Report: Stakeholder Engagement Plan , Chapters – “ Introduction, Overview, and Purpose ” and “ Habitat Management Background and History ” and required back-up documentation	3 months after effective date specified in Notice to Proceed	10% of Total Fixed Price
2	Report: Identification of Stakeholder Groups and Stakeholder Desires and Concerns , Chapters – “ Overall Management Vision and Guiding Principles ” and required back-up documentation	6 months after effective date specified in Notice to Proceed	10% of Total Fixed Price
3	Report: Chapter – “ Identification, Development, and Prioritization of Management Issues, Strategies, Goals, Objectives, and Recommendations ” (initial draft for stakeholder vetting) and required back-up documentation	9 months after effective date specified in Notice to Proceed	10% of Total Fixed Price
4	Report: Chapter – “ Identification, Development, and Prioritization of Management Issues, Strategies, Goals, Objectives, and Recommendations ” (final draft) and required back-up documentation	12 months after effective date specified in Notice to Proceed	15% of Total Fixed Price
5	Report: Chapter – “ Identification and Development of Monitoring Measurables and Strategies ” (initial draft for stakeholder vetting) and required back-up documentation	15 months after effective date specified in Notice to Proceed	10% of Total Fixed Price
6	Report: Chapter – “ Identification and Development of Monitoring Measurables and Strategies ” (final draft) and required back-up documentation	18 months after effective date specified in Notice to Proceed	10% of Total Fixed Price
7	Report: Chapters – “ Actions for Other Agencies to Consider ” and required back-up documentation	21 months after effective date specified in Notice to Proceed	10% of Total Fixed Price
8	Report: Chapters – “ Actions for Other Agencies to Consider ” and required back-up documentation	24 months after effective date specified in Notice to Proceed	15% of Total Fixed Price
Final	Report: “ Lake Istokpoga Habitat Management Plan ” and all required back-up documentation	27 months after effective date specified in Notice to Proceed	10% of Total Fixed Price

V. Deliverable Specifications

Deliverables consist of the following elements to be completed within the specified time frames:

- A. **Quarters #1 and #2** (25% of proposed time frame): Development of **Stakeholder Engagement Plan, Stakeholder Feedback - Identification of Stakeholder Groups and Stakeholder Desires and Concerns, Meeting Agendas, Meeting Notes, Stakeholder Feedback and Meeting List** for all meetings/events/engagement opportunities scheduled and conducted during Quarters #1 and #2. **Stakeholder Engagement Plan due 30 days after effective date specified in Notice to Proceed.** Meeting/Event/Engagement Opportunity Agendas are due five working days after Meeting/Event/Engagement Opportunity is scheduled. The Meeting List is due five working days after the end of Quarter #1 and Quarter #2 meetings/events/engagement opportunities. Meeting Notes are due seven working days after a meeting is conducted. Stakeholder Feedback and drafts of *“Introduction, Overview, and Purpose”, “Habitat Management Background and History”, “Overall Management Vision and Guiding Principles”* is due fourteen working days after Quarter #2 meeting/event/engagement opportunity is conducted.
- B. **Quarter #3 and #4** (50% of proposed time frame): Meeting Agendas, Meeting Notes, Stakeholder Feedback - **Identification, Development, and Prioritization of Management Issues, Strategies, Goals, Objectives, and Recommendations** and Meeting List for all meetings/events/engagement opportunities scheduled and conducted during Quarters #3 and #4. Meeting/Event/Engagement Opportunity Agendas are due five working days after Meeting/Event/Engagement Opportunities are scheduled. The Meeting Lists are due five working days after the end of Quarter #3 and Quarter #4 meetings/events/engagement opportunities. Meeting Notes are due seven working days after a meeting is conducted. Stakeholder Feedback and draft of *“Identification, Development, and Prioritization of Management Issues, Strategies, Goals, Objectives, and Recommendations”* is due fourteen working days after Quarter #4 meeting/event/engagement opportunity is conducted.
- C. **Quarters #5 and #6** (75% of proposed time frame): Meeting Agendas, Meeting Notes, Stakeholder Feedback - **Identification and Development of Monitoring Measurables and Strategies** and Meeting List for all meetings/events/engagement opportunities scheduled and conducted during Quarters #5 and #6. Meeting/Event/Engagement Opportunity Agendas are due five working days after Meeting/Event/Engagement Opportunities are scheduled. The Meeting Lists are due five working days after the end of Quarter #5 and Quarter #6 meetings/events/engagement opportunities. Meeting Notes are due seven working days after a meeting is conducted. Stakeholder Feedback and draft of *“Identification and Development of Monitoring Measurables and Strategies”* are due fourteen working days after Quarter #6 meeting/event/engagement opportunity is conducted.
- D. **Quarters #7 and #8** (100% of proposed time frame): Meeting Agendas, Meeting Notes, Stakeholder Feedback - **Actions for Other Agencies to Consider and Summary and Conclusions** and Meeting List for all meetings/events/engagement opportunities scheduled and conducted during Quarters #7 and #8.

Meeting/Event/Engagement Opportunity Agendas are due five working days after Meeting/Event/Engagement Opportunities are scheduled. The Meeting Lists are due five working days after the end of Quarter #7 and Quarter #8 meetings. Meeting Notes are due seven working days after a meeting is conducted. Stakeholder Feedback and drafts of “*Actions for Other Agencies to Consider*” and “*Summary and Conclusions*” are due fourteen working days after Quarter #8 meeting/event/engagement opportunity is conducted.

- E. **Final Deliverables** shall include a fully-vetted “**Lake Istokpoga Habitat Management Plan**” based on stakeholder inputs collected during the Process, including a report of recommendations regarding how to use final stakeholder inputs within the Lake Istokpoga Habitat Management Plan. Final Deliverables for stakeholder review and commenting are due 30 days after the end of the Quarter #8 time frame. **Final Deliverables are due 90 days** (3 months) after the end of the Quarter #8 time frame.
- F. **Final Payment** will not be authorized unless all deliverables have been completed for each quarter and determined to be acceptable by the Commission’s Contract Manager. The Final Payment request must also be accompanied by a Certificate of Contract Completion. Deliverables must be received by and determined to be acceptable by the Commission’s Contract Manager and Project Manager before payment may be authorized.

VI. **Financial Consequences**

If the Contractor materially fails to comply with the terms and conditions of this Contract, including any federal or state statutes, rules, or regulations applicable to this Contract, the FWC may take one or more of the following actions, as appropriate for the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the contractor.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- Wholly or partly suspend or terminate this Contract;
- Take other remedies that may be legally available;
- Notwithstanding the above, the FWC shall pay the Contractor for all expenses, including but not limited to non-cancellable obligations, up to the date of termination.

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ATTACHMENT A
17/18-18

FWC Purchase Order Terms and Conditions
INSTRUCTIONS AND CONDITIONS

Section 1: Purchase Order

A. Composition and Priority

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance

A. Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees

A. Payment Invoicing

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is confirmed in writing by the

Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the commodities or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is .03333%. Invoice payment requirements do not start until a properly completed invoice is provided to the Commission. Invoices returned to a vendor due to preparation errors will result in a payment delay. The State of Florida is not required to pay direct Federal Excise and State taxes on services or commodities purchased.

C. MyFloridaMarketPlace Fees

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel

Pursuant to section 287.0582, F.S., if the 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.

Section 4. Liability

A. Indemnity

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law. Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws

A. Conduct of Business

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection

287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to 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 anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General

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

E. Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property

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

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

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

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

H. Convicted and Discriminatory Vendor Lists

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination

A. Termination for Convenience

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

B. Termination for Cause

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

Section 7. Subcontractors and Assignments

A. Subcontractors

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE

A. RESPECT

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, 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 THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

B. PRIDE

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM 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), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH

SUCH CORPORATION ARE CONCERNED. Additional information about PRIDE and the products it offers is available at <http://www.prideenterprises.org>.

Section 9. Miscellaneous

A. Independent Contractor

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit*.

D. Modification and Severability

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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**ATTACHMENT B
17/18-18
EXPERIENCE FORM**

On the following pages, the Respondent must provide the required information for a minimum of five (5) separate and verifiable projects. **Do not list more than one project completed for the Commission.** Information on each project must be provided on this Attachment. Any information not submitted on this Attachment shall not be considered.

Projects that the Respondent has completed for provided firms having any affiliation with the respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Experience projects under this solicitation. Also, project that the Respondent has completed for firms listed as subcontractors in their response may not be used as Experience projects under this solicitation.

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

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

Project #1

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ PLEASE VERIFY

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

Dates should be in MM/YYYY format.

Specific Location of Project: _____

Brief description of services performed for this project:

Project #2

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

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

Specific Location of Project: _____

Brief description of services performed for this project:

Project #3

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

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

Specific Location of Project: _____

Brief description of services performed for this project:

Project #4

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

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

Specific Location of Project: _____

Brief description of services performed for this project:

Project #5

Name: _____

Address: _____

Contact Telephone PLEASE
Person: _____ Number: _____ VERIFY

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

Specific Location of Project: _____

Brief description of services performed for this project:

ATTACHMENT D
FWC 17/18-18

CERTIFICATIONS AND ASSURANCES

The Commission will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
 - B. Certification Regarding Lobbying (31 U.S.C. 1352)**
 - C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
 - D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
 - E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **\$10,000.00** and not more than **\$100,000.00** for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Contractor is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Contractor (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Contractor also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

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ATTACHMENT E
17/18-18
EVALUATION QUESTIONNAIRE FOR EXPERIENCE
SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions for Commission representative:

1. For each proposal under the RFP, verify four (4) projects listed on the Experience Form (Attachment B).
2. Attempt to contact the contact person for the project by phone, up to three (3) times only.
3. Complete all calls within five (5) working days of receipt of proposals (Note: more time may be allotted contingent upon the number of proposals received).
4. Ask each contact person the exact questions listed below and document contact person's response.
5. If experience information cannot be verified after the specified number of calls, make a note on the form documenting the inability to verify that project. Do not obtain another contact person for that project as a replacement for a non-responding contact person.
6. If a project cannot be verified, contact the contact person for the next listed project.
7. Upon completion, return all questionnaires to the Procurement Manager for this RFP, who will forward copies to Evaluators for information purposes in completing scoring of Experience and Qualifications section of the proposals.

Respondent's Name: _____	
Client's Name (Firm for Whom Project was Completed): _____	
Contact Person: _____	
Telephone Number: _____	
Date of Contact: _____	
Confirm the project information is correct with the contact person.	
1. Overall, did the contractor adhere to the agreed upon schedule?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
2. Was the work completed at a cost that you consider reasonable?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
3. Did the Contractor provide an adequate number of personnel?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
4. Was the Contractor responsive to suggestions, comments, or modifications regarding work plans, reports, or projects?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
5. Did the contractor keep you adequately informed and coordinate through periodic reports, phone calls or other methods?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__

6. Did the Contractor work in a systematic organized manner?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
7. If corrections/changes to the facilitation schedule were required, did the Contractor take appropriate corrective action and in a timely manner?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
8. Were the Contractor's invoices accurate, well documented, and submitted within the agreed upon terms?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
9. Did the Contractor employ a Project Manager and staff knowledgeable of project requirements?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__
10. Were the project specifications met with minimal Contract Manager oversight (did the CM need to stay on top of Contractor to keep the project moving forward)?	Never__ ; Sometimes __ ; Most of the time__ ; or Always__

Would you hire this contractor again? YES _____ NO _____

Comments:

Questionnaire completed by (signature): _____ Date: _____

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