



**FLORIDA FISH AND WILDLIFE CONSERVATION
COMMISSION**

REQUEST FOR PROPOSAL

FWC 13/14-24

**FLOATING WAVE ATTENUATORS AND VEGETATED
MAT CONSTRUCTION, MAINTENANCE AND EVALUATION
ON LAKE APOPKA, FLORIDA**

Sharita Newman, Procurement Manager

620 S. Meridian Street, Room 364
Tallahassee, FL 32399-1600
Telephone: (850) 488-3427
E-mail: sharita.newman@myfwc.com

David Douglas, Project Manager

601 West Woodward Ave
Eustis, FL
Telephone: (352) 800-5022
E-mail: david.douglas@myfwc.com

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
FWC 13/14-24

**FLOATING WAVE ATTENUATORS AND VEGETATED MAT CONSTRUCTION, MAINTENANCE
AND EVALUATION ON LAKE APOPKA, FLORIDA**

RESPONDENT ACKNOWLEDGMENT FORM

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Contractor's License Number: _____

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.

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT RFP RESPONSE TO:

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

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 13/14-24

REQUEST FOR PROPOSAL CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	October 10, 2013	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
MANDATORY Pre-Bid Conference	October 30, 2013 @ 10:00 p.m.	See Pre-Bid Conference Clause
Deadline for Questions	Must be received PRIOR to: November 5, 2013 @ 5:00 p.m.	See Deadline for Questions Clause
SEALED BIDS DUE AND OPENED (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received PRIOR to: November 13, 2013 @ 2:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
Evaluation Period	November 18 – 22, 2013	Florida Fish & Wildlife Conservation Commission
Anticipated Date of Intended Award	December 2, 2013	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
FWC 13/14-24

The Fish and Wildlife Conservation Commission's (FWC or Commission) mission in Florida 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 for utilizing floating non-vegetated wave attenuators and vegetated floating mats in different configurations to reduce wave energy impacts to planted areas and to increase coverage desirable emergent and submersed aquatic plants in littoral areas, per the specifications contained herein.

TERM

The contract will be effective from December 16, 2013 to June 30, 2017.

Each Task shall be completed by the vendor by the Completion Date determined by the Contract Manager. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Vendor's control, the Vendor may request in writing an extension of Completion Date. The Contract Manager and the Procurement Manager, upon review of the extension request, will determine and approve if the extension can be made.

TERMS AND CONDITIONS

PUR 1001 and PUR1000 are hereby incorporated by reference. The following terms conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In signing and submitting its response, a 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 response, shall be grounds for rejecting a response.

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.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at Magnolia Park Boat Ramp on the date and time specified in the Calendar of Events (Page 3). The purpose of the pre-bid conference Meeting is to discuss the contents of this RFP and to accept verbal questions from vendors concerning the project. **Vendors must attend this pre-bid conference in order to submit a bid. Failure to attend the entire conference, from the time it is called to order to the time it is adjourned, shall disqualify a potential respondent.** The FWC will make a reasonable effort to answer verbal questions asked at the pre-bid conference, however, vendors should clearly understand that verbal discussions held at the pre-bid 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.

Magnolia Park Boat Ramp
2929 S. Binion Road
Apopka, FL 32703

Please call 352-357-2398 to request more detailed directions

Contact person for Pre-Bid Conference:

Florida Fish & Wildlife Conservation Commission
David Douglas, Project Manager
601 West Woodward Ave
Eustis, FL
352-800-5022
david.douglas@myfwc.com

DEADLINE FOR QUESTIONS

Any questions from vendors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the Calendar of Events (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: Sharita Newman, Procurement Manager
620 South Meridian Street, Room 364
Tallahassee, Florida 32399-1600
850-488-3427
sharita.newman@myfwc.com

LIMITATION ON VENDOR CONTACT DURING SOLICITATION PERIOD

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 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**, Room 364, 620 South Meridian Street, Tallahassee, Florida, 32399-1600. **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 Vendor shall submit an original and three (3) copies of their proposal to the address listed on page one (1). All proposals must be submitted by proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked " **FLOATING WAVE ATTENUATORS AND VEGETATED MAT CONSTRUCTION, MAINTENANCE AND EVALUATION ON LAKE APOPKA, FLORIDA, RFP NUMBER FWC 13/14-24**". The sealed envelope or box shall include the opening date and time, and the Vendor's return address.

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Page 2 – 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 services or commodities the respondent 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. References Form (Page 25-28 – Mandatory Forms)

The Proposer shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal. The References form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB C. Certifications and Assurances (Attachment B – Mandatory Form) - The Proposer shall complete and submit the Certifications and Assurances form, enclosed herein, which includes Debarment and Suspension Certification, Certification Regarding Lobbying, Certification Regarding Public Entity Crimes, Certification Regarding Drug Free Workplace Requirements and Certification Regarding the Scrutinized Companies List. The Certification and Assurances form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB D. Project Plan (Created by Vendor – Mandatory Submission)

The respondent shall submit the following:

1. Demonstration of Understanding

This section shall include a clear and detailed insight into the Respondent's understanding of the project. This section shall also provide information on the respondent's knowledge of industry standards.

2. Approach

This section shall provide clear and detailed information on the Respondent's technical approach to providing the services as specified in this RFP on a per task basis. This section shall also include the Respondent's proposed timeline for each task. In addition, the Respondent will submit a plan for ensuring the wave attenuators remain in place throughout the project and a plan for removing the attenuators if they become a hazard or fail to perform as specified. In addition the Respondent shall provide a plan detailing how the required assessment of wave attenuation and plant success will be documented.

3. Qualifications, Experience and Ability

This section shall provide the Respondent's demonstrated technical knowledge, qualifications, expertise and ability to provide the services as specified in this RFP. The Respondent shall outline its prior experience as it relates to this project. Consideration shall be given to both the qualifications and prior experience by the Respondent. Respondents must demonstrate wave attenuator construction and maintenance experience as well as knowledge of Guidelines for Posting Uniform Waterway Markers in Florida's Waterways Produced by: Florida Fish and Wildlife Conservation Commission, Boating and Waterways Section and the U.S. Fish & Wildlife Service. Respondent shall demonstrate experience in assessing wave energy/height and plant communities or provide a plan for subcontracting this service to a qualified entity. Qualifications and experience shall be provided for any subcontractors. **Respondents shall include the Experience Form (page 29) under this tab.**

TAB E. Cost Sheet (Created by Vendor – Mandatory Submission)

The Respondent shall provide a cost proposal, which provides a fixed cost proposal for services to be completed for each of the three tasks included in the attached Scope of Work. cost. The cost proposal must consist of a cost per Task, including a detailed cost breakdown for each deliverable and a total cost (which will be the basis for scoring), for:

Task 1 - Wave Attenuation Demonstration Project

Task 2 - Littoral Vegetation Enhancement Demonstration Project

Task 3 - Permitting, Maintenance and Assessment

TAB F. Addenda Forms (if applicable)

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

NOTE: The Commission shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a proposal may be considered. Proposals received after the opening date and time shall be returned to the vendor. 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.

VENDORS' INQUIRIES

If the RFP specifications could restrict potential Vendor competition, the Vendor 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 Vendors, which are signed, by the Vendor and in writing as duly authorized expressions on behalf of the Vendor.

FWC CONTRACT MANAGER

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

- review, verify, and approve receipt of services/deliverables from the vendor;
- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the vendor; 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 vendor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

The FWC Contract Manager is:

Florida Fish & Wildlife Conservation Commission
Deanna Vinson, Contract Manager
601 West Woodward Ave
Eustis, FL
352-800-5022
deanna.vinson@myfwc.com

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.

All evaluator's scores for each respondent are added. The sum of the total respondent score is divided by the number of evaluators to obtain the final respondent score. . The proposal with the highest final score shall be awarded the contract.

In cases where Vendors 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 informalities or 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. **Prior and Related Experience – Total 10 Point Value**
Proposer's prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the Proposer.
2. **Project Plan – Total 50 Point Value**
 - A. Demonstration of Understanding (**Max 15 Points**)
 - B. Approach (**Max 15 Points**)
 - C. Qualifications, experience and ability (**Max 10 Points**)
 - D. Vendors Project Plans/Drawings (**Max 10 Points**)
3. **Price - Total 40 Point Value**
Note: The following price formula will be used to determine the number of points added to the scores of the offers under review.

$$\text{Price Factor} = \frac{a}{n} \times (b) = c$$

Where:

- a- Lowest total* proposed price
- n- Proposed total* price for Respondent under review
- b- Number of maximum points awarded for lowest proposal
- c- Score awarded to next total* lowest price
- *Total – aggregate total for award purposes only.

ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor'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 Vendors 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 award, will be posted for review by interested parties on the Vendor Bid System's internet site (http://vbs.dms.state.fl.us/vbs/main_menu) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statutes.

Failure to file a protest within time prescribed in Section 120.57 (3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, F. S. Either failure to file a notice of protest or failure to file a petition will constitute such waiver.

CONTRACT

This RFP, the successful proposer's response, and the Direct 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 Proposal then to Vendor's response. The Commission reserves the right to revise the Direct Order/Written Agreement as necessary to meet the requirements of this RFP.

VERBAL INSTRUCTION PROCEDURE

Vendors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Vendor 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 during the RFP period an addendum shall be posted on the Vendor Bid System internet site: http://vbs.dms.state.fl.us/vbs/main_menu. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized vendor representative, dated, and returned to the COMMISSION prior to the opening date and time specified in the Calendar of Events. Each vendor is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement.

NOTICE TO PROCEED

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

CERTIFICATE OF CONTRACT COMPLETION

The Project Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Project Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

DELIVERABLES

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

- a.) Performance of all services set forth in the Scope of Work.
- b.) 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) 488-3427 will assist with questions and answers.

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

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 time frame specified by the Scope of Work, the

budget amount allocated for that deliverable will be deducted from Contractor's payment. If only part of a deliverable can be completed and/or provided due to conditions beyond the control of the vendor, the Commission Contract Manager will determine the payment due based on an agreed to percentage of the deliverable completed.

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.

PERMITTING

Permitting for this project, if needed, is the responsibility of the vendor. The Commission will be listed as the applicant on all permits and will pay all permit application fees. A copy of all permits will be shall be posted at the work site location at all times during the project. The vendor is responsible for complying with all permit conditions and the vendor shall pay any penalties arising from the vendor's permit violations.

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 and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

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

Written Verification of Insurance. Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the effective date of the Task Assignment, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and can be faxed to (850) 921-2500.

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

DAMAGES TO STATE PROPERTY

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

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

SUBCONTRACTS

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

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

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

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

TERMINATION

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

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

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

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

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

FAMILIARITY WITH LAWS

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

ELIGIBILITY

The Vendor 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 vendor, and that the Contractor shall comport with Chapter 287, F.S., and all other applicable rules and laws.

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

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.

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

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

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

CONTRACT RELATED PROCUREMENT

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4),

F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

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

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

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

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

FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

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

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of Attachment B, "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.

CERTIFICATE OF CONTRACT COMPLETION

The Project Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Project Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

PAYMENT OF FUNDS

The Commission shall pay the Vendor 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. If only part of a deliverable can be completed and/or

provided due to conditions beyond the control of the vendor, the Commission Contract Manager will determine the payment due based on an agreed to percentage of the deliverable completed.

Each invoice shall include the Commission Contract Number and the Vendor'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 vendor payments directly into your bank account. Vendors can register for EFT at http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm. *Note:* Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

Automated Clearing House (ACH)

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

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless 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 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

MYFLORIDAMARKETPLACE

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

Transaction Fee. Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the

Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Transaction Fee Credits. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any items(s) if such items(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a bid, 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 bid, 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 Invitation to Bid, 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 Vendor's consent.

Other State of Florida governmental entities and eligible users may also request of the Vendor to be able to use this contract. If the Vendor agrees to other entities to utilize this Invitation to Bid contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation 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

This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

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

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

exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

RECORD KEEPING REQUIREMENTS

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

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

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

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

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

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

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

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. Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.

Proceeds Related to Intellectual Property Rights. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the

Contractor under this Contract for the Commission shall be handled in the manner specified by applicable state statute.

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

CONFIDENTIALITY/PUBLIC RECORDS LAW

Respondents are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Respondent believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Respondent shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or 30 days after 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

RELATIONSHIP OF THE PARTIES

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.

The parties agree that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

13/14-24
SCOPE OF WORK

PROJECT OVERVIEW AND OBJECTIVES

Lake Apopka has suffered a long term loss of desirable emergent and submersed aquatic vegetation resulting in much degraded fish and wildlife habitat and populations. Starting in 2012 a major initiative was implemented to restore fish and wildlife habitat in as much of Lake Apopka as feasible. These efforts have mainly been in the area referred to as the North Shore, using various revegetation techniques and species of plants. Due to the size (30,000+ acres), fetch (> 8 miles) and morphology of Lake Apopka wave energy can be detrimental to the establishment and survival of planting efforts. This Request for Proposal (RFP) looks at utilizing floating non-vegetated wave attenuators and vegetated floating mats in different configurations to reduce wave energy impacts to planted areas and to increase coverage of desirable emergent and submersed aquatic plants in littoral areas. The Florida Fish and Wildlife Conservation Commission reserves the right to do any, all or none of the Tasks outlined in this RFP based on site conditions and/or budget constraints. If only part of a deliverable can be completed and/or provided due to conditions beyond the control of the vendor, the Commission Contract Manager will determine the payment due based on an agreed to percentage of the deliverable completed.

OVERALL OBJECTIVE

To protect planting sites by reducing wave energy behind offshore wave attenuators and vegetated onshore mats by 50 percent at wind speeds up to 30 mph measured 5 feet above the lake surface. Maintain at least 75 percent cover of inoculated species on vegetated mats throughout the initial year after planting. Establish 0.25 acres of new desirable littoral vegetation within one year.

DESCRIPTION OF SERVICES

Task 1: Wave Attenuation Demonstration Project:

Floating wave attenuators (2 - 150 feet long) placed 25 to 50 yards lake ward of North Shore planting sites (map attached). Floating wave attenuators must be of durable construction and designed specifically for wave attenuation. All materials used must be approved by the Commission Contract Manager.

Objective:

Reduce wave energy and height by a minimum of 50 percent behind floating wave attenuators at wind speed up to 30 mph measured 5 feet above the lake surface.

Deliverables:

- 1) Two- 150 foot long floating wave attenuators that remain in place and fully functional for one year after placement. Attenuators will be anchored so they do not move from the placement site in winds up to 40 mph.
- 2) Navigation safety compliance and marker placement adhering to the Guidelines for Posting Uniform Waterway Markers in Florida's Waterways Produced by: Florida Fish and Wildlife Conservation Commission, Boating and Waterways Section and the U.S. Fish & Wildlife Service or as otherwise mandated by permitting agencies.

Estimated Budget: \$100,000

Task 2: Littoral Vegetation Enhancement Demonstration Project

Floating vegetated mats (4 - 50 foot long) placed in shallow (0.5 to 1 foot) and mucky (1 to 3 feet of muck) areas to reduce wave energy and establish desirable native rooted littoral vegetation communities.

Objectives:

Reduce wave energy by a minimum of 50 percent behind floating vegetated mats at wind speed of up to 30 mph measured 5 feet above the lake surface. Determine if floating mats can become rooted in shallow

(0.5 to 1 foot water depth) and mucky (minimum 1 to 3 feet of muck) areas and establish 0.25 acres of permanent desirable littoral vegetation within one year.

Deliverables:

- 1) Four-50 foot long floating vegetated mats that remain in place and fully functional for one year after placement. Mats will be anchored so they do not move from the placement location in winds up to 40 mph. Emergent plant used to vegetate the mats must be native to Florida, desirable and commonly found on the shoreline of Lake Apopka. Respondents must provide a proposed species list of plants to be used in establish plant communities on the onshore mats. This species list must be approved by the Commission Contract Manager. Mats must maintain at least 75 percent cover of inoculated species throughout the initial year after planting.
- 2) Navigation safety compliance and marker placement adhering to the Guidelines for Posting Uniform Waterway Markers in Florida's Waterways Produced by: Florida Fish and Wildlife Conservation Commission, Boating and Waterways Section and the U.S. Fish & Wildlife Service or as otherwise mandated by permitting agencies.

Estimated Budget: \$50,000

Task 3: Permitting, Maintenance and Assessment

Objective:

Coordinate, submit and acquire all necessary permits and authorizations to assemble and install wave attenuators/mats as per specifications in Lake Apopka. Permitting of onshore vegetated mats may require coordination with the adjacent property owner. Maintain wave attenuators/mats for one year after placement. Conduct assessment of wave energy and height behind floating wave attenuators/mats at wind speed up to 30 mph.

Deliverables:

- 1) Develop and submit applications for all permits and authorizations (local, state and federal) necessary for the placement of wave attenuators/mats. Answer all Requests for Additional Information and deliver issued permits to FWC.
- 2) Maintain all wave attenuators and mats in a functional condition as determined by FWC staff. Maintenance shall include but not be limited to anchoring system, floating structures, navigational marking systems and plant communities in on shore mats. Adjusting anchoring of onshore mats to facilitate rooting in soft substrates. Provide the FWC with monthly maintenance logs detailing all action, repairs and attenuator/mat condition.
- 3) Conduct wave height and energy analysis quarterly in front of and behind all completed attenuators and mats during 10, 20, and 30 mile per hour wind events having a south, southwest and southeast prevailing wind direction (if such conditions occur during the quarter). The total number of sampling events each quarter per attenuator will be nine (3 wind speeds X 3 prevailing wind directions) if such events occur during that quarter. The Commission Project Manager will determine completeness of the data provided. Provide FWC with a compiled and proofed table of all data. Provide a report to included detailed methods, results and conclusions. Provide photo documentation of all assessment events. Other assessment methods can be included in the proposals but may or may not be accepted by the Commission Contract Manager.
- 4) Conduct plant community and coverage assessment (both qualitative and quantitative) on and behind floating vegetated mats (on shore) and in control sites at 1, 3, 6 and 12 month intervals. Provide FWC with a compiled and proofed table of all data. Provide a report to included detailed methods, results and conclusions. Provide photo documentation of all assessment events.
- 5) Document rooting success of vegetated mats (on shore) monthly for one year. Provide FWC with a compiled and proofed table of all data. Provide a report to included detailed methods, results and conclusions. Provide photo documentation of all assessment events.
- 6) Provide a plan and price for removal of wave attenuators and mats at the end of the project if they are determined to be ineffective. If the mats are removed the Commission will retain all

salvageable materials as determined by the Commission Project Manager. The remaining materials will be disposed of by the Contractor

Estimated Budget: \$75,000

SITE DETAILS AND ACCESS

The offshore wave attenuators will be constructed in the zone lake ward of the current aquatic revegetation sites (North Shore) in 4-6 feet of water on a firm peat substrate. Onshore vegetated mats will be placed in shallow muddy areas on the north and/or west shore of Lake Apopka. All potential attenuator/mat site locations are between 0.5 and 4 miles from the closest improved boat ramp (Magnolia Park Boat Ramp on attached map).

MAP TO PRE-BID CONFERENCE



FWC 13/14-24
REFERENCES FORM

In the spaces provided below, the respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the respondent must provide the required information for a minimum of three (3) separate and verifiable clients. **Do not list projects completed for the Commission (see next paragraph).** Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered. All clients listed must be for the provision of software similar to that described in this solicitation. Confidential clients shall not be included. Any additional references listed, over the minimum of three required, will be considered in determining if the respondent has satisfied the requirements for the three references as set out herein.

The Commission will review its records to identify all contracts that the respondent has undertaken with the Commission, where the respondent was the awarded vendor, **during the last five (5) years (in effect during or after September 2008)** for use in the evaluation of Past Commission Performance, if applicable.

The same client may not be listed for more than one (1) reference (for example, if the respondent has completed for project for the Florida Fish and Wildlife – Region One and one project for the Florida Fish and Wildlife – Region Two, only one of the projects may be listed because the client, the Florida Fish and Wildlife, is the same).

Clients that the respondent has provided 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 Past Performance references under this solicitation. Also, clients that the respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

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

In the event that respondents submit a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

Client #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 the services performed for this project:

Client #2

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 the services performed for this project:

Client #3

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 the services performed for this project:

13/14-24
EXPERIENCE FORM

Information should include a chronological list (starting with most recent experience first) of Proposer's experience, a description of the services provided for each operation, and duration of each project.

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

VENDOR NAME

AUTHORIZED SIGNATURE

FWC 13/14-24
ATTACHMENT A

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION
CERTIFICATES OF CONTRACT COMPLETION

Project: _____
Contractor: _____
Cont # or DO #: _____
FEID #: _____
(Or Social Security #)
Contract Date: _____ Task # _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions.

CONTRACTOR

Name:
Title:
Date:

NOTARY

STATE OF:
COUNTY OF:

Personally appeared before me this _____ day of _____, 20 _____
_____, known (or made known) to me to be

the _____
(Owner) (Partner) (Corporate Officer-give title)

of _____, Contractor (s), who subscribed and
swore to the above instrument in my presence.

Personally known _____ Or Produced
Identification _____
Type of Identification Produced

Notary Public (Seal)
Type Name:
My Commission Expires:

CERTIFIED COMMISSION'S CERTIFICATION

I certify: That, to the best of my knowledge and belief, the work on the above named project has been satisfactorily completed under terms and conditions of the contract.

Project Manager: _____ Division/Office: _____
Signature: _____ Title: _____
Date: _____

Attachment B
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 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, 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 and not more than \$100,000 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.

