

**EXHIBIT "A"**  
**DOT-RFP-19-1111DR**  
**SCOPE OF SERVICES**

**MAINTENANCE OF MITIGATION SITES, ROADWAY DITCHES,  
AND STORMWATER TREATMENT AREAS**

**1.0 PURPOSE**

This contract is for the physical maintenance of mitigation sites, roadway ditches, and stormwater treatment areas located throughout all of District One, under direction of the Florida Department of Transportation (FDOT or the Department) Project Manager (District Maintenance Environmental Specialist) and in conjunction with the Department's Environmental Consultant's approved recommendations. FDOT District One includes Polk, Lee, Manatee, Charlotte, Highlands, DeSoto, Collier, Okeechobee, Hendry, Hardee, Glades, and Sarasota Counties. Current mitigation site locations and acreage are listed in Attachment I. Attachment II is a map of the district with approximate locations of current sites that may require maintenance.

**2.0 MINIMUM QUALIFICATIONS**

The Contractor and their Project Manager must have been actively engaged in the business of wetland and land management for a minimum of four years and demonstrate knowledge of native and exotic species as defined by the Exotic Pest Plant Council and the Florida Department of Environmental Protection. The Contractor's Project Manager must be able to demonstrate familiarity with desirable wetland species, common native upland vegetation, typical wetland maintenance procedures and regulatory permit requirements. All maintenance activities will be performed by qualified, permanently employed field crews under the supervision of the Contractor's Project Manager. The Contractor's Project Manager shall possess a valid aquatic and right of way herbicide license for the duration of the contract.

**3.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The Contractor's Project Manager will attend meetings, tours, and/or inspections of sites at the request of the Department.

- A. The Contractor shall provide all supervision, labor, materials, tools and equipment to fulfill the requirements of the Scope of Work.
- B. The Contractor shall implement the approved recommendations within seven (7) days of written approval from the Department's Project Manager. The activities required to ensure the mitigation and associated Stormwater treatment areas are in compliance with the environmental permits may include, but not limited to the following:
  - 1. Proper removal and disposal of nuisance/exotic species within designated mitigation sites, roadway ditches, or stormwater treatment areas/ponds.

2. Removal and proper disposal of dead or decaying plants.
3. Herbiciding of nuisance/exotic species within a mitigation site, stormwater treatment area, or roadway ditches. The Contractor shall be selective in herbicide application procedures (i.e. spot spraying, wicking) to assure survivability of Florida Department of Environmental Protection (FDEP) or Water Management District approved, planted or recruited species. Herbiciding will be performed by a properly licensed applicator educated in the identification of nuisance and exotic species and native wetland vegetation that may occur in the site. The Contractor will be responsible for damages to non-targeted species. Documentation of the licensing will be required. Herbicides cannot be labeled "restrictive use" and must meet all permit requirements.
4. Replacement planting within a mitigation site or stormwater treatment area.
5. Removal and proper disposal of trash or debris from a mitigation site, stormwater treatment area, or roadway ditches.
6. Maintenance of water conveyances.
7. Mowing, mulching, sodding, etc. to enhance plant growth in designated mitigation sites, stormwater treatment areas, or roadway ditches.
8. Any manual (non-mechanical) re-grading necessary.
9. Any other activity necessary to promote the survivability of a mitigation area or the operational aspect of a stormwater treatment area.
10. The Contractor will be required to perform maintenance activities including the trimming of mangroves, in accordance with FDEP requirements.

Upon receipt of a Letter of Authorization (LOA), which may be transmitted electronically, the Contractor shall prepare a schedule for the completion of all work tasks. This schedule shall include the date of initiation of each work effort. This schedule is to be submitted within seven days of receipt of the LOA(s) and sent electronically to the Department's Project Manager for approval. Any changes to the approved schedule must be discussed with and approved by the Department's Project Manager.

- C. Upon completion of each activity, the Contractor shall provide to the Department, a written document - describing how, when and where each activity was conducted, in addition to any documentation of maintenance required by any applicable permits. This documentation will be delivered within 14 days of work effort, or included with invoicing documents, whichever occurs first.

- D. The Contractor will be liable for any damages that occur to new or existing planted species as a result of careless or improper operation of equipment, negligence, improper activities, over spray, or any other factor within the reasonable control of the Contractor.
- E. Contractor will provide plant material for replacement planting, fertilizer, mulching material, herbicides, etc., as required to ensure compliance with the environmental permits. All planted material will be properly staked or anchored to help ensure viability and proper growth habit. Certain permits may require replacement plant material be supplied from a limited radius of the specific mitigation site.
- F. All plant material obtained from nursery stock shall be Florida Grade No. 1 or better, as specified in *Florida Grades and Standards for Nursery Plants 2015*, Florida Department of Agriculture and Consumer Services, and shall conform to the *American Standard for Nursery Stock* published by AmericanHort effective April 14, 2014 (ANSI Z60.1-2014).
- G. In the event donor material is required, written approval from the Department will be obtained prior to use of donor material.

#### **4.0 DEPARTMENT RESPONSIBILITIES**

The Department will furnish the following services and data to the Contractor for the performance of their services.

- A. Provide general philosophies and guidelines of the Department to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations and time constraints will be defined by the Department.
- B. Provide a Project Manager to make recommendations.
- C. Review and approve all submittals to the environmental agencies. Approve any contracts with the environmental agencies.
- D. Submit reports to the environmental agencies.

#### **5.0 MULTIPLE PROPOSALS**

In order to eliminate any conflict of interest between the Department's Environmental Consultant and the Contractor, the Department's Environmental Consultant is excluded from this contract.

#### **6.0 ATTACHMENTS "I" & "II"**

Attachment "I" is a table which shows the GPS coordinates and names of current mitigation sites. This is not all inclusive, but is representative of typical sites and may change during the course of this contract as new sites are added and other sites deleted.

Attachment "II" is a map depicting the District One area with approximate mitigation site locations. It may be cross referenced with Attachment "I" to determine more precise locations.

The Contractor is advised that Attachments "I" & "II" are included as part of the Scope of Services, primarily for bid purposes only. Due to the eventual success of mitigation sites, completed projects/sites may be deleted and new projects/sites added throughout the contract period.

## **7.0 DURATION OF SERVICES**

The performance period of this agreement shall begin on July 1, 2019 and shall continue for a period of two (2) years. Services will begin and be performed as directed by a Letter of Authorization (LOA) issued in accordance with Exhibit "B" of this Agreement.

This Agreement may be renewed for an additional one (1) year. Renewal of this contract shall be by mutual agreement in writing and shall be subject to the same terms and conditions set forth in the initial contract.

Any project authorized by a LOA shall be completed under the terms of the LOA, except that in the event the Department causes abandonment, cancellation or suspension of this Agreement, or part thereof or the work there under, the Department shall compensate the Contractor in accordance with Section 6 of the Contractual Services Agreement for services rendered up to the time of such abandonment, cancellation or suspension.

The Department's Project Manager shall issue the Contractor a LOA specifying the work to be done and the fees to be paid for each project assigned under this Agreement. No work shall be commenced by the Contractor until receipt of this LOA.

**ATTACHMENT "I"**  
**DOT-RFP-19-1111DR**  
**MITIGATION MAINTENANCE SITES**

Site Number	County	Project Name	Acres	Latitude	Longitude	Mowed Routinely??
1	Charlotte	SR 778 Pine to San Casa Ainger Creek	0.22	26° 56.162'	-82° 19.888'	No
2	Charlotte	SR 778 Gottfried Creek Bridge	0.11	26° 56.308'	-82° 20.883'	No
3	Collier	SR 29 Wildlife Crossing	3.46	26° 14.569'	-81° 20.546'	No
4	Collier	US 41 Ochopee Mitigation	11.40	25° 53.919'	-81° 17.925'	No
5	Collier	US 41 Horseshoe Ochopee	25.40	25° 54.013'	-81° 18.215'	No
6	Collier	US 41 Little Ochopee	2.90	25° 54.055'	-81° 18.507'	No
7	Collier	US 41 Turner River Canal	15.50	25° 53.202'	-81° 15.705'	No
8	Collier	US 41 Dona Drive Ochopee	40.20	25° 53.520'	-81° 18.300'	No
9	Collier	US 41 Capilletti's Pit	6.70	25° 51.524'	-80° 59.763'	No
10	Collier	I-75 & SR 29 (Future Mitigation Site)	42.05	27° 3.113'	-81° 47.054'	No
11	De Soto	SR 31 at Prairie Creek Bridge	0.30	26.157138	-81.341673	No
12	De Soto	SR 70 Horse Creek Bridges (Brandy Branch)	0.47	27° 15.670'	-81° 58.936'	No
13	Hardee	US 17 Wauchula	17.7	27° 35.537'	-81° 49.437'	Yes
14	Lee	US 41 Edison Bridge	0.32	26° 39.336'	-81° 52.877'	No
15	Lee	SR 865 San Carlos Blvd.	0.34	26° 28.931'	-81° 56.890'	No
16	Lee	SR 78 Pine Island Road	2.18	26° 40.919'	-81° 54.653'	No
17	Lee	SR 45 (US 41) Imperial River	1.28	26° 20.390'	-81° 48.390'	No
18	Manatee	SR 684 Cortez Road	3.09	27° 27.919'	-82° 40.528'	No
19	Manatee	SR 64 Braden River	0.32	27° 29.873'	-82° 31.145'	No
20	Manatee	I-275 Skyway Seagrass	22.22	27° 34.987'	-82° 36.880'	No
21	Manatee	SR 70 41St. to Braden River	2.22	27° 26.811'	-82° 29.549'	No

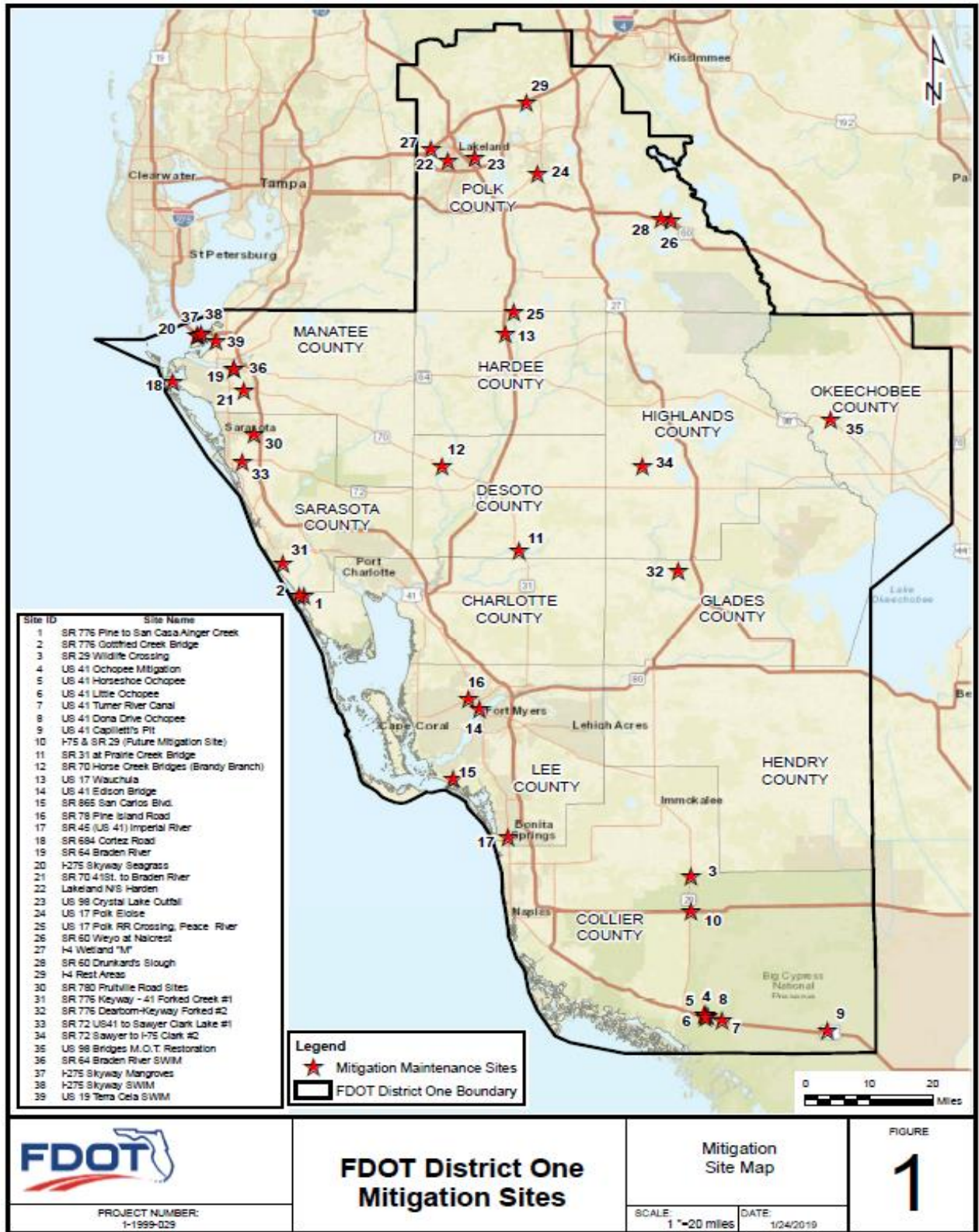
**ATTACHMENT "I"**  
**DOT-RFP-19-1111DR**  
**MITIGATION MAINTENANCE SITES**

Site Number	County	Project Name	Acres	Latitude	Longitude	Mowed Routinely??
22	Polk	Lakeland N/S Harden	12.7	~28° 1' 17.1008"	~81° 58' 25.788"	No
23	Polk	US 98 Crystal Lake Outfall	1.24	28° 1.680'	-81° 54.296'	No
24	Polk	US 17 Polk Eloise	4.40	27° 59.431'	-81° 44.803'	Yes
25	Polk	US 17 Polk RR Crossing, Peace River	5.86	27° 38.819'	-81° 48.064'	Yes
26	Polk	SR 60 Weyo at Nalcrest	2.50	27° 52.449'	-81° 23.896'	Yes
27	Polk	I-4 Wetland "M"	0.84	28° 2.839'	-81° 1.107'	No
28	Polk	SR 60 Drunkard's Slough	5.90	27° 52.825'	-81° 25.487'	Yes
29	Polk	I-4 Rest Areas	0.07	28° 9.994'	-81° 46.413'	No
30	Sarasota	SR 780 Fruitville Road Sites	1.10	27° 20.247'	-82° 27.854'	No
31	Sarasota	SR 776 Keyway - 41 Forked Creek #1	0.33	27° 0.961'	-82° 23.186'	No
32	Sarasota	SR 776 Dearborn-Keyway Forked #2	0.30	27° 0.119'	-81° 22.645'	No
33	Sarasota	SR 72 US41 to Sawyer Clark Lake #1	0.41	27° 16.064'	-82° 29.670'	No
34	Sarasota	SR 72 Sawyer to I-75 Clark #2	8.70	27° 15.898'	-81° 28.164'	No
35	Okeechobee	US 98 Bridges M.O.T. Restoration	1.42	27° 22.730'	-80° 59.256'	No
36	Sarasota	SR 64 Braden River SWIM	8.00	27° 29.874'	-82° 31.137'	No
37	Sarasota	I-275 Skyway Mangroves	10.06	27° 34.975'	-82° 36.684'	No
38	Sarasota	I-275 Skyway SWIM	1.00	27° 35.025'	-82° 36.228'	No
39	Sarasota	US 19 Terra Ceia SWIM	5.00	27° 33.988'	-82° 33.954'	No
<b>Total Mitigation Site Acres</b>			<b>268.21</b>			

# ATTACHMENT "II"

## DOT-RFP-19-1111DR

### DISTRICT MAP



**EXHIBIT "B"**  
**DOT-RFP-19-1111DR**  
**METHOD OF COMPENSATION**

**MAINTENANCE OF MITIGATION SITES, ROADWAY DITCHES,  
AND STORMWATER TREATMENT AREAS**

**1.0 PURPOSE**

This Exhibit defines the limits and method of compensation to be made to the Contractor for services set forth in Exhibit "A" and the method by which payments shall be made.

**2.0 ASSIGNMENT OF WORK**

The Department and the Contractor will agree as to the services to be performed, the manpower effort required for performance of the services, and the compensation to be paid. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization (LOA)" will be issued for each project scheduled. The Contractor shall be compensated for each assignment or project authorized under this Agreement based on a Lump Sum Amount or Maximum Limiting Fee. The schedule of rates listed in Exhibit "C", plus the cost of the agreed expenses shall be used for establishing compensation.

**3.0 COMPENSATION**

The total of all authorizations shall not exceed a Maximum Budgetary Ceiling of **\$100,000.00**.

This is a Term Contract with some Indefinite Quantities whereby the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by amendment. Execution of this Agreement does not guarantee that the work will be authorized.

The total amount of this Agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

**\$TBD** from Fiscal Year 2019/2020

**\$TBD** from Fiscal Year 2020/2021

The Contractor shall not provide services that exceed the Fiscal Year amount(s) without an approved Supplemental Agreement from the Department.



#### **4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT**

For each "Letter of Authorization" (LOA) the Contractor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C", and allowable expenses.

**Once an acceptable Maximum Amount has been agreed upon by the Contractor and the Department's Project Manager, a LOA shall be issued by the Project Manager.** All work authorizations shall be completed within the term of this Agreement.

#### **V. PROGRESS PAYMENTS**

Progress payments shall be due and payable monthly for work approved and accepted by the Department. Assignments/projects where compensation is based on a Lump Sum Amount, progress payments shall be in proportion to the percentage of work approved and accepted by the Department. For project having a Maximum Limiting Fee, progress payments shall be made in an amount to cover the salary costs incurred at the hourly rates listed in Exhibit "C", plus authorized expenses. Final payment shall be due and payable upon satisfactory completion of services, approval and acceptance of the contract deliverables by the Department. Payment for expenses shall be made on the bases of actual allowable cost incurred as authorized and approved by the Department.

Invoice shall be submitted to: **Florida Department of Transportation**  
**Attn: (PROJECT MANAGER)**  
**801 North Broadway Avenue, MS 1-7**  
**Bartow, FL 33831-1249**

The Contractor has certified that \_\_\_\_\_% MBE/DBE utilization would be achieved for this contract.

If MBE utilization was certified, the MBE payment certification form (Form # 275-030-15) shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT service Desk at [FDOT.ServiceDesk@dot.state.fl.us](mailto:FDOT.ServiceDesk@dot.state.fl.us) to get a BizWeb user ID and password to access the application.

#### **5.0 DETAILS OF UNIT RATES**

Details of Unit Rates for the performance of the Contractor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

#### **6.0 TANGIBLE PERSONAL PROPERTY**

This contract does not involve the purchase of Tangible Personal Property, as defined in Section 273.02, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No. \_\_\_\_\_  
Financial Project I.D. 432887-1-72-20  
F.E.I.D. No.: \_\_\_\_\_  
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of  
contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_  
(required for contracts in excess of \$5 million)  
Procurement No.: DOT-RFP-19-1111DR  
DMS Catalog Class No.: 77111603

BY THIS AGREEMENT, made and entered into on \_\_\_\_\_ by and between the  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and \_\_\_\_\_, of \_\_\_\_\_  
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Maintenance of Mitigation Sites, Roadway Ditches, and Stormwater Treatment Areas, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

District Secretary

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or \_\_\_\_\_, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence 7/1/2019 and shall be completed by 6/30/2021 or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. 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, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.  
**VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**PAYMENT FOR CLAIMS:** The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$\_\_\_\_\_.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department 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, Florida Statutes, or as otherwise provided by law.
- (3) 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 Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation

District 1 - Office of General Counsel

801 N.Broadway

Bartow, FL 33830

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor 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 agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:





The following provision is not applicable to this Agreement:

- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement 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 Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:  
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 - 28th Street, North  
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:  
Exhibit "A" - SCOPE  
Exhibit "B" - Method of Compensation  
Exhibit "C" - Price Proposal  
Vendor Scrutinized  
MBE  
Bidder Opportunity List  
Drug-Free Workplace
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name of Vendor

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Carol J. Finn  
(Print/Type)

Title: District Transportation Support

\_\_\_\_\_  
FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

\_\_\_\_\_  
Procurement Office

SAMPLE

RFP CHECKLIST  
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal.
- 5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
- 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).
- 9. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- 10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:

RFP No.: DOT-RFP-19-1111DR

Title: Maintenance of Mitigation Sites, Roadway Ditches & Stormwater Treatment Areas

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION