

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



INVITATION TO BID

DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

INDEFINITE QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01

ADVERTISEMENT
INVITATION TO BID
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE

Sealed Invitation to Bid Packages will be received by the State of Florida, Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on October 1, 2019** for this project.

BID NO.:DOT-ITB-20-8008-AC

SCOPE OF SERVICES: The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") is requesting bids for the purchase of up to 4.0 federal credits to offset 0.51 acres of sand skink (*Neoseps reynoldsi*) habitat impacts associated with the Department planned project located within St. Johns River Water Management District (SJRWMD) Southern Ocklawaha River Regulatory Basin. This is an indefinite quantities Contract. The Department does not guarantee any specific quantity of mitigation credits to be purchased. The Vendor's mitigation bank shall be qualified and experienced to perform the work required in this Contract in accordance with the provisions described herein.

Vendor's Qualifications and Permit Requirement

The Vendor shall maintain and keep in force throughout the life of the Contract, including any renewals and extensions thereof, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default in accordance with the terms of Section 6, Termination and Default, of the Standard Written Agreement.

The Vendor(s) shall meet the minimum criteria listed below:

- A. The Vendor's Federal Conservation Bank shall have the type of federal mitigation credits it is specifically bidding on, released and available for sale to the Department at the time of submittal of its bid.
- B. The Vendor's Federal Conservation Bank shall have and provide a valid Federal Conservation Bank Agreement or other written verification from United States Fish and Wildlife Service (USFWS) demonstrating the federal species credit satisfies the Department's mitigation needs at the time of submittal of its bid.
- C. The Vendor(s) shall provide copies of the appropriate type of federal mitigation credits released and available for sale to the Department at the time of submittal of its bid. The Vendor shall provide a copy of the Federal Conservation Bank's Credit Ledger so the number of credits that are available can be verified.
- D. Prior to each purchase, the Vendor(s) shall provide a copy of its current federal credit ledger to the Department for verification of the number of available federal mitigation credits.
- E. The Vendor's Federal Conservation Bank shall have a federal service area which geographically encompasses the planned project's impact area and be able to satisfy USFWS requirements or provide written verification with its bid that the USFWS will accept their credits to offset species impacts for the planned project.

The Department will carefully review the Vendor's bid to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete online registration, or call 1-866-352-3776 for assisted registration.

For services contracts, all out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida.

For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation.

For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399
(850) 487-1395

NOTE: In accordance with Section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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 officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the Timeline of the attached solicitation, with agendas for the public meetings.

MFMP Transaction Fee:

All payment(s) to the Vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

Scrutinized Companies Lists:

ALL Responses, regardless of dollar value, must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

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 Section 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135, 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, Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes are met.

Title VI of the Civil Rights Act of 1964:

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

INSPECTOR GENERAL:

The Contractor/Consultant/Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.

HOW TO APPLY: Prospective bidders may obtain a complete Invitation to Bid (ITB), including specifications and general bid conditions for the above-referenced project by copying the link below into your browser:

http://www.myflorida.com/apps/vbs/vbs_search_r2.matching_ads

The Department reserves the right to reject any or all bids.

NOTE: All of the Department’s **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

http://www.myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for “Agency” and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the “ITB” number**

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761-3069

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO BID SUBMITTAL

EMAIL: Amanda Cruz at amanda.cruz@dot.state.fl.us or **FAX:** (407) 264-3058

Bid Number: DOT-ITB-20-8008-AC

Title: Purchase of Federal Mitigation Credits to Offset Species Impacts

Bid Due Date & Time (On or Before): Tuesday, October 1, 2019 2:30pm

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax or email *this sheet only* to the Florida Department of Transportation Procurement Office at (407) 264-3411 or amanda.cruz@dot.state.fl.us.

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at:

http://www.myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for "Agency" and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "ITB" number**

It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax Number: _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, email or telephone: Amanda Cruz (407) 264-3411, or email to amanda.cruz@dot.state.fl.us.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



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**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
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INDEFINITE QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01

CONTACT FOR QUESTIONS:

MAIL PROPOSALS, ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Mrs. Amanda Cruz
Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761-3069

SUBMIT SEALED PROPOSALS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

Mrs. Amanda Cruz
Florida Department of Transportation
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Turkey Lake Service Plaza, Building No. 5315
Ocoee, Florida 34761-3069

EMAIL OR FAX ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Phone: (407) 264-3411 Fax: (407) 264-3058
Email: amanda.cruz@dot.state.fl.us

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, Florida's Turnpike Enterprise (hereafter referred to as the "Department") is soliciting competitive bids for the purchase of up to 4.0 federal credits to offset 0.51 acres of sand skink (*Neoseps reynoldsi*) habitat impacts associated with the Department planned project located within St. Johns River Water Management District (SJRWMD) Southern Ocklawaha River Regulatory Basin. This is an indefinite quantities Contract. The Department does not guarantee any specific quantity of mitigation credits to be purchased. The Vendor's mitigation bank shall be qualified and experienced to perform the work required in this Contract in accordance with the provisions described herein. By submitting a bid, a prospective bidder agrees to honor the bid price for the term of the Contract.

For the purpose of this document, the term "bidder" means the bidder acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the bidder's team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Vendor."

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

| <u>ACTION / LOCATION</u> | <u>DATE</u> | <u>LOCAL TIME</u> |
|--------------------------|-------------|-------------------|
|--------------------------|-------------|-------------------|

A PRE-BID CONFERENCE WILL NOT BE HELD

| | | |
|--|--|-----------------|
| DEADLINE FOR TECHNICAL QUESTIONS Via email to amanda.cruz@dot.state.fl.us Reference DOT-ITB-20-8008-AC in the subject box (There is no deadline for administrative questions) | 09-24-2019 | 05:00 PM |
| BIDS DUE (ON OR BEFORE) (See Note 1 & 2) Florida's Turnpike, MP 263 Turkey Lake Service Plaza, Bldg. 5315, Room 2167 Ocoee, Florida 34761 | 10-01-2019 | 02:30 PM |
| PUBLIC OPENING (See Note 1) Florida's Turnpike, MP 263 Turkey Lake Service Plaza, Bldg. 5315, Room 2167 Ocoee, Florida 34761 | 10-01-2019 | 02:30 PM |
| POSTING OF INTENDED DECISION/AWARD | 10-07-2019 05:00 PM Through 10-10-2019 05:00 PM | |

(Note 1: All meetings listed above are open to the public).

(Note 2: It is the bidder's responsibility to assure that the bid is delivered to the proper place on or before the bid due date and time. Bids which for any reason are not so delivered will not be considered).

3) **BID OPENING AGENDA**

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location referenced in the Timeline. All bid openings are open to the public and will be conducted according to the following agenda:

Opening remarks – Approximate time of 2 minutes By Department Procurement Office personnel.

(Approximately two (2) minutes).

Public input period – Public input related to the bid solicitation. (Maximum of fifteen (15) minutes total)

Bids opened – At conclusion of public input or fifteen (15) minutes, whichever occurs first, timely bids received will be opened with bidder's name and prices to be read aloud.

Adjourn - After all bids received timely have been opened, the meeting will be adjourned.

4) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the Procurement Agent at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. Hearing or speech impaired individuals may contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

BIDDERS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition Section "Responsiveness of Bids"). All prospective bidders that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

2) **Florida Department of Financial Services (DFS) W-9 INITIATIVE**

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) **QUESTIONS & ANSWERS**

In accordance with Section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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 Agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the Procurement Agent identified below. Questions must be received no later than the time and date reflected in the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_www.main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop-down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting a bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Mrs. Amanda Cruz

Florida Department of Transportation, Florida's Turnpike Enterprise

P.O. Box 613069

Ocoee, Florida 34761-3069

Fax (407) 264-3058

Email: amanda.cruz@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3411.

4) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a state employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_www.main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting a bid. All addenda will be acknowledged by signature on the Addenda Acknowledgement Form included herein and shall be submitted with the vendor's bid package.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with **Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21**, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as sub-contractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that such businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization Form and to submit the completed form with their bid package. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) PRICES/DELIVERY

Prices shall be firm, net, delivered prices, F.O.B. destination.

7) IN-STATE PREFERENCE FOR COMMODITY BIDS

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid is submitted by a vendor whose principal place of business is located outside the State of Florida, a five percent (5%) price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the State of Florida, as determined by the vendor's registration with the Florida Department of State (SunBiz) unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the State of Florida responding to this Invitation to Bid (ITB).

All bidders **MUST** complete the attached "In-State Preference Form 4" and submit with their bid response. All vendors whose principal place of business is outside of Florida, as determined by the vendor's registration with the Florida Department of State (SunBiz), **must accompany any written bid, proposal, or reply documents** with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Failure to submit the "In-State Preference Form 4" AND written opinion will result in the Vendor being found non-responsive.

For the five percent (5%) preference, the Department will apply five percent (5%) to the bid price(s) of the lowest out of state vendor whose state does not grant a preference if that vendor has submitted the lowest responsible and responsive bid. The "In-State Preference" does not apply to transportation projects that use federal funds.

8) INTENDED AWARD

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and/or on a statewide basis with one or more suppliers to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statutes; Drug Free Work Place
3. Section 287.057(11), Florida Statutes; Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

9) PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.

10) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible, therefore. Deviations must be explained in detail on separate attached sheet(s).

11) ACCEPTANCE

In order for the federal mitigation credits to be accepted by the Department, the federal mitigation credits must be as detailed in the Technical Specifications. Documents certifying credit availability shall include a valid Mitigation Banking Instrument (federal permit) and ledger from the United States Army Corps of Engineers.

12) REVIEW OF BIDDER'S MITIGATION SITE & DOCUMENTS

After the bid due date and prior to Contract execution, the Department reserves the right to perform or to have performed, an on-site inspection of the mitigation site where credits are available for purchase as well as review of the bidder's documents certifying the credits are available for purchase and meet the Technical Specifications identified. This review will serve to verify information submitted by the bidder and may be used to determine whether the bidder has the appropriate mitigation credits to meet Department mitigation request as specified in the Technical Specifications.

Should the Department determine that the bid package has material misrepresentations or that the bidder's mitigation credits would not satisfy Contract performance, the Department has the right to reject the bid.

13) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation (the notice of protest may be faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

14) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Vendor is considered 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 the Contract.

15) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

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 Section 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135, 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, Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes are met.

16) RESERVATIONS

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of the Department's official file, without obligation to the Department.

17) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid (see “RESPONSIVENESS OF BIDS”). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written Addenda issued by the Department.

18) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the items specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the specifications and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid specifications, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required items, and failure to perform or meet financial obligations on previous contracts. ALL determinations of responsiveness will be the responsibility of the Florida Department of Transportation Procurement Office.

19) REQUIRED DOCUMENTS

The bidder must use the attached Bid Blank to submit its bid. The Bid Blank must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All Bid Blanks and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

20) "DRUG-FREE WORKPLACE" PREFERENCE

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with Section 295.187(4), Florida Statutes, giving preference to “Veteran Business Enterprise” then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The “Drug-Free Workplace Program Certification” must be completed and submitted with the bid response to be eligible for this preference.

21) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

22) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-20-8008-AC - Confidential Material." The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

23) MAIL OR DELIVER BIDS TO: (DO NOT FAX OR SEND BY EMAIL)

OVERNIGHT MAIL OR HAND DELIVERY

Florida Department of Transportation
Florida's Turnpike Enterprise
Mrs. Amanda Cruz
Florida's Turnpike, Milepost 263
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761-3069

UNITED STATES POSTAL SERVICE (USPS)

Florida Department of Transportation
Florida's Turnpike Enterprise
Mrs. Amanda Cruz
P.O. Box 613069
Ocoee, Florida 34761-3069

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the bid due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered will not be considered.

24) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

25) POSTING OF INTENDED DECISION/AWARD

25.1 – General:

The Department's decision will be posted on the Florida Vendor Bid System at, http://www.myflorida.com/apps/vbs/vbs_main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the dropdown menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number), on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award (the notice of protest may be faxed to 850-414-5264); and,
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated Contract amount based on the Contract price submitted by the protestor.

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

25.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see Special Condition Section "Posting of intended decision/award") or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

25.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

26) AWARD OF THE CONTRACT

A Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

27) FORMS

The Bidder must complete all required items below and submit them as part of the bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and the bid may be subject to rejection.

Form 1 – Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

Form 2 – Drug-Free Workplace Program Certification (Form 375-040-18)

Form 3 – Corporate Resolution

Form 4 – In-State Preference Form (Form 375-040-56)

Form 5 – Addenda Acknowledgement Form

28) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

1. Standard Written Agreement
2. Exhibit “A,” Technical Specifications
3. Attachments “A” – “C”
4. Special Conditions
5. Exhibit “B,” Method of Compensation
6. Exhibit “C,” Bid Blank
7. Instructions to Respondents (PUR 1001)
8. General Conditions (PUR 1000)

29) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Invitation to Bid:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



FORMS

DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

INDEFINITE QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Florida Statutes
287.135

375-030-60
PROCUREMENT
OGC – 07/18

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" 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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Section 287.087, Florida Statutes, preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statutes, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

CORPORATE RESOLUTION OF

(Recite Name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for _____

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$_____), upon the terms and conditions contained in the proposed Contract, a copy of which is attached hereto as Exhibit "A," Technical Specifications and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the _____ day of _____, 20_____, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this _____ day of _____, 20_____.

Signature of Secretary

Name of Secretary printed or typed

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
IN-STATE PREFERENCE FORM
For Invitation-to-Bid Commodity

Bid Number: DOT-ITB-20-8008-AC

Title: PURCHASE OF FEDERAL MITIGATION CREDITS TO OFFSET SPECIES IMPACTS

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the State of Florida and that state where the vendor's principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be five (5) percent.

Note: The Vendor is required to complete and submit this form with its bid to be considered for this preference.

Vendor Name: _____

Vendor FEIN: _____

The Vendor (does) (does not) have a principal place of business located in the State of Florida.

If so, please provide an address:

Note: A vendor whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business is in that foreign state in the letting of any or all public contracts.

Authorized Signature: _____

Title: _____

Date: _____

**STATE OF FLORDA
DEPARTMENT OF TRANSPORTATION**

DOT-ITB-20-8008-AC

.....
ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 5

The Bidder shall acknowledge receipt of each addenda to this Invitation to Bid by completing this form and including same in the bid package.

| Addenda No. | Date | By |
|--------------------|-------------|-----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Failure to confirm receipt of addenda may cause for rejection of the Bidder's bid package.

Dated _____, 20_____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

INDEFINITE QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 435784-1-C2-01 & 435785-1-C2-01

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-ITB-20-8008-AC

D.M.S. Catalog Class No.: 70161707, 72102105, 81171600

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2019 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 providing the sale and purchase of appropriate federal conservation mitigation credits to offset 0.51 acres of federal qualifying sand skink habitats located within St. Johns River Water Management District (SJRWMD) Southern Ocklawaha River Regulatory Basin. The Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," Technical Specifications 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

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

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 as selected below, 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 upon execution and shall be completed within ____ year(s) or date of termination, whichever occurs first.
 - Services shall commence upon written notice from the Department and shall be completed within three hundred and sixty-five (365) days 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. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. 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 noncompliance. 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 may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may 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 person 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 provision 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 \$_____ per person and \$_____ each occurrence, and property damage insurance of at least \$_____ 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 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 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 therefore.

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:

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- 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 the 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 a 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.shmt>, 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 cost 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 Section 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, representative, 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 subcontract 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 actions 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 Form 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. Vendors/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,” Technical Specifications, Attachments “A” – “C,” Exhibit “B,” Method of Compensation and Exhibit “C,” Bid Blank.
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officer 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

Nicola Liquori

(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "A"
TECHNICAL SPECIFICATIONS**

DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

INDEFINITE QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01

**EXHIBIT “A”
TECHNICAL SPECIFICATIONS**

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

1.0 INTRODUCTION

This Contract shall consist of the purchase of up to 4.0 federal credits to offset 0.51 acres of sand skink (*Neoseps reynoldsi*) habitat impacts associated with the Department planned project located within St. Johns River Water Management District (SJRWMD) Southern Ocklawaha River Regulatory Basin. This is an indefinite quantities Contract. The Department does not guarantee any specific quantity of mitigation credits to be purchased. The Vendor’s mitigation bank shall be qualified and experienced to perform the work required in this Contract in accordance with the provisions described herein. By submitting a bid, a prospective bidder agrees to honor the bid price for the term of the Contract.

2.0 DEFINITION OF TERMS

For the purpose of this Contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown hereunder:

Contract: The term “Contract” means the entire and integrated Agreement between the Department and the Vendor(s) (hereinafter collectively referred to as the “Parties”), and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents (Standard Written Agreement, Exhibit “A,” Technical Specifications, Exhibit “B,” Method of Compensation, Exhibit “C,” Bid Blank, Attachments, and any amendments and supplements thereto) form the Contract between, the Department and the Vendor(s) setting forth the obligations of the Parties, including the performance of the Technical Specifications and the basis of payment.

Department: The Florida Department of Transportation, Florida’s Turnpike Enterprise.

Supplemental Agreement: A written agreement between the Vendor(s) and the Department modifying the Contract within the limitations set forth in the Contract, and as provided by law.

Vendor: The Federal Conservation Mitigation Bank selected through the competitive bid process to provide the conservation mitigation credits requested herein.

3.0 PROJECT DESCRIPTION

The planned project is Financial Project Identification (FPIDs) 435784-1 and 435785-1 Widen Turnpike from SR 50 to Minneola Interchange (MP 271.17 to 279.14), 4 to 8 Lanes in Orange and Lake Counties, Florida. The project is anticipated to be permitted by United States Army Corps of Engineers (USACE) Permit #SAJ-2019-00146 to authorize 0.51 acres of federal qualifying sand skink habitat impacts. A location map of the project is enclosed as Attachment “A,” Project Location Map.

4.0 SPECIFICATIONS

This Contract consists of the sale and purchase of appropriate federal conservation mitigation credits to offset 0.51 acres of federal qualifying sand skink habitats. Upon award of the Contract, a Notice to Proceed (NTP) will be issued to the Vendor(s) and all required mitigation credits shall be made available to the Department. The Department may issue Supplemental Agreement(s) to purchase additional mitigation credits to meet the needs of the project.

5.0 VENDOR(S) QUALIFICATIONS

The Vendor(s) shall meet the minimum criteria listed below:

- A. The Vendor's Federal Conservation Bank shall have the type of federal mitigation credits it is specifically bidding on, released and available for sale to the Department at the time of submittal of its bid.
- B. The Vendor's Federal Conservation Bank shall have and provide a valid Federal Conservation Bank Agreement or other written verification from United States Fish and Wildlife Service (USFWS) demonstrating the federal species credit satisfies the Department's mitigation needs at the time of submittal of its bid.
- C. The Vendor(s) shall provide copies of the appropriate type of federal mitigation credits released and available for sale to the Department at the time of submittal of its bid. The Vendor shall provide a copy of the Federal Conservation Bank's Credit Ledger so the number of credits that are available can be verified.
- D. Prior to each purchase, the Vendor(s) shall provide a copy of its current federal credit ledger to the Department for verification of the number of available federal mitigation credits.
- E. The Vendor's Federal Conservation Bank shall have a federal service area which geographically encompasses the planned project's impact area and be able to satisfy USFWS requirements or provide written verification with its bid that the USFWS will accept their credits to offset species impacts for the planned project.

6.0 FEDERAL MITIGATION CREDIT PURCHASE(S)

The Department's intent is to purchase federal mitigation credits from the lowest bidder or lowest combination of bidders to meet the needs of the project. The Department will purchase federal mitigation credits from the bidder(s) that provides the lowest cost for the overall mitigation needs of the project. If a low bidder cannot meet the entire mitigation need for the project, the Department may purchase the remainder from higher bidders to fulfill the total project need. For each subsequent purchase, the Department reserves the right to purchase available credits from the lowest bidder and proceed in order of price proposals to determine the best value for the state.

7.0 EXCESS FEDERAL MITIGATION CREDITS

To the extent the credits purchased by the Department exceed the number of actual credits needed for the project, the Department reserves the right to use any excess credits on future projects. The Department reserves the right to allocate the purchased credits on any Department project.

8.0 VENDOR'S RESPONSIBILITIES

- 8.1 The Vendor(s) will issue to the Department an invoice for the required federal mitigation credits within seven (7) days of the date of the Notice to Proceed (NTP).
- 8.2 The Vendor(s) will provide to the Department, within forty-five (45) days after payment of the invoice, a ledger as proof of the credits purchase/transfer for the planned project.
- 8.3 The Vendor(s) shall provide additional federal mitigation credits as needed to meet the project needs.

9.0 SCHEDULE OF EVENTS

- 9.1 After award of the Contract, the Department will issue NTP(s) to the awarded Vendor(s) for the purchase of federal mitigation credits.
- 9.2 The Vendor(s) shall issue to the Department an invoice within seven (7) days of the date of the NTP.
- 9.3 The Department will issue payment(s) to the Vendor(s).
- 9.4 The Vendor(s) shall provide to the Department, within forty-five (45) days after payment of the invoice, a ledger as proof of the credit purchase/transfer for the project.

10.0 DEPARTMENT'S PROJECT MANAGER

The Department has assigned Tiffany Crosby as Project Manager to administer the terms and conditions of the Contract and to be the Department's primary contact with the Vendor(s) after award of the Contract.

Mrs. Crosby's office is located in the Turnpike's Headquarters Complex, Turkey Lake Service Plaza, MP263, Ocoee, Florida 34761, Building #5315. Her telephone number is (407) 264-3828 and email is tiffany.crosby@dot.state.fl.us.

11.0 DURATION OF THE CONTRACT

Services shall commence upon the start date of the NTP and shall be completed within three hundred and sixty-five (365) days thereafter or the date of termination, whichever comes first. Prices shall remain firm for the life of the Contract.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



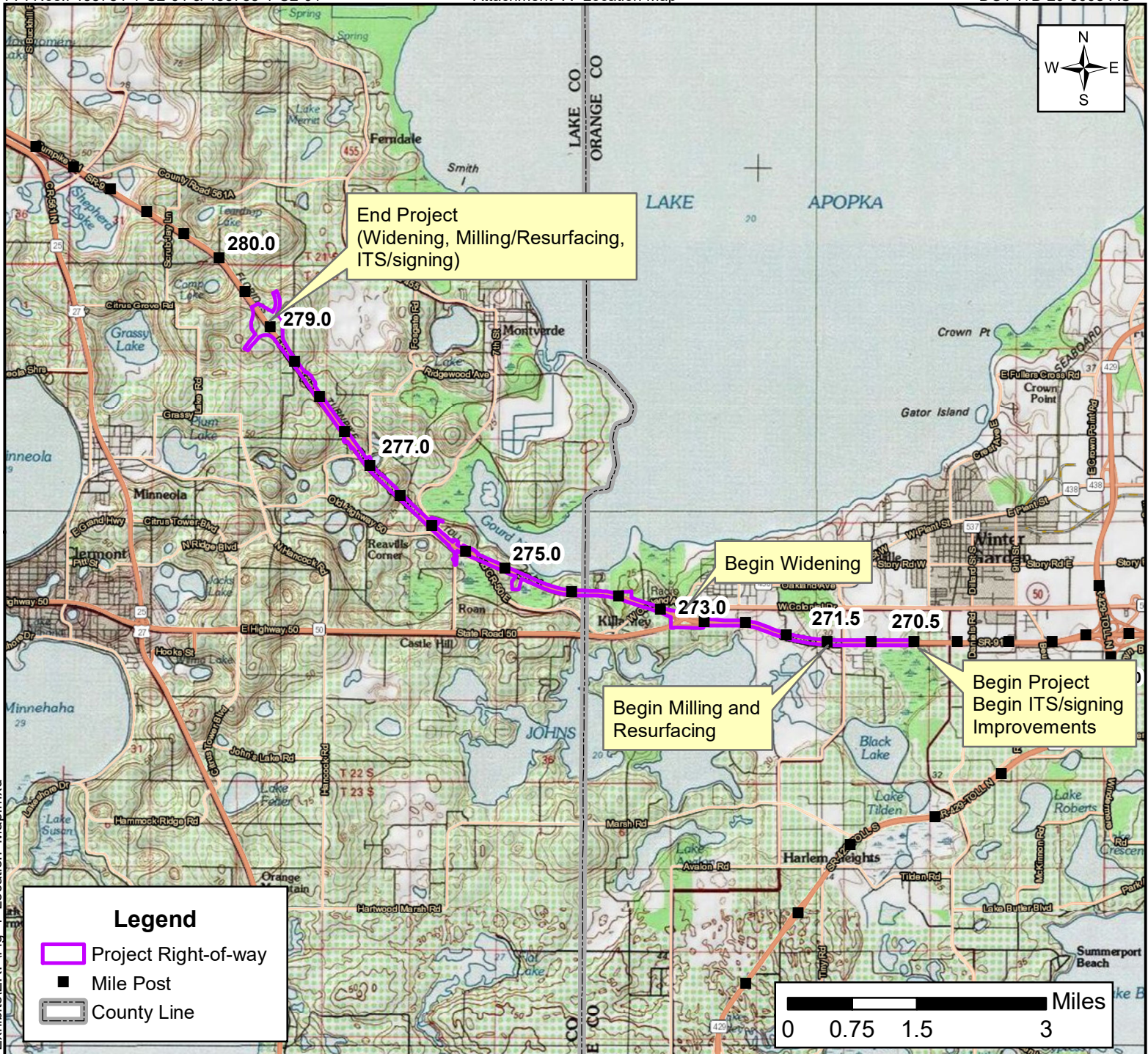
ATTACHMENTS

DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

ESTIMATED QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01



P:\FDOT\15-0389_000\24_Permits\24-17-Exhibits\ERP\Fig 1 Location Map.mxd

Legend

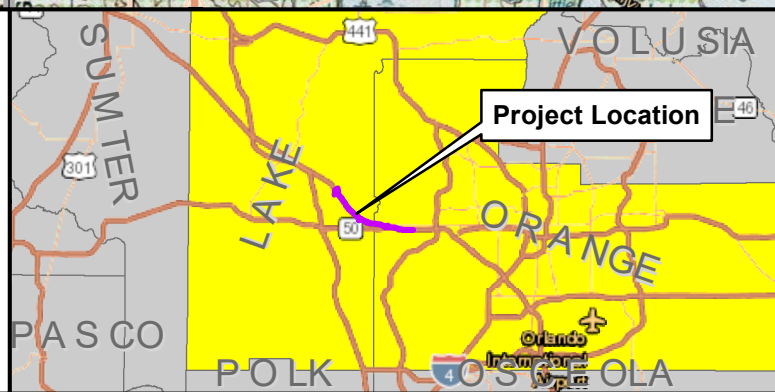

- Project Right-of-way
- Mile Post
- County Line



USGS Quad Map 3714 (Clermont East)

Sections: 4, 9, 10, 14, 15, 23, 24
Township: 22 South
Range: 26 East

Sections: 19, 27, 28, 29, 30
Township: 22 South
Range: 27 East

DRMP, Inc.
 941 Lake Baldwin Ln.
 Orlando, FL 32814
 www.dmp.com
 Phone: 407-896-0594
 Fax: 407-896-4836

DATE: May 2018
 DRAWN BY: LS
 PROJECT NUMBER: 15-0389.000

Widen SR 91 (Florida's Turnpike) from SR 50 to Minneola
 FDOT Florida's Turnpike Enterprise
 FPID No. 435784-1 and 435785-1
 Orange and Lake Counties, FL

Location Map

DATA SOURCE:
 Topographic Map - ESRI 2016

Figure 1

Page 1

ATTACHMENT "B"

**CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS**

Date: _____, 20_____

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the Month of, _____, 20_____

(State)

(Zip)

As prime contractor for the above referenced Contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this Contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution*)

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPI No.: _____

Project Description _____

Contractor _____

Contract Date _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named Contract and all Amendments and Supplements thereto have been completed in accordance with the requirements of said Contract; that all costs incurred for equipment, materials, labor, and services against the 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 Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print/Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "B"
METHOD OF COMPENSATION**

DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

INDEFINITE QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01

EXHIBIT "B"

METHOD OF COMPENSATION

PURCHASE OF FEDERAL MITIGATION CREDITS TO OFFSET SPECIES IMPACTS

1.0 METHOD OF COMPENSATION

This Exhibit defines the limits and method of compensation to be made to the Vendor(s) for services set forth in Exhibit "A," Technical Specifications and the method by which payments shall be made. The Vendor shall accept the compensation as provided in the Contract as full payment for furnishing federal mitigation credits.

2.0 BASIS OF PAYMENT

The Department agrees to pay the Vendor for the purchase of the appropriate number of sand skink conservation mitigation credits, at an amount of compensation and methods of payment as described and detailed herein and in Exhibit "C," Bid Blank. Federal mitigation credits are required by the Department to offset project impacts authorized under anticipated USACE Permit SAJ-2019-00146. Payment will be made under Exhibit "C," Bid Blank Pay Item as follows:

2.1 **PAY ITEM NO. 1: PURCHASE OF FEDERAL SAND SKINK (*NEOSEPS REYNOLDSI*)
CONSERVATION MITIGATION CREDITS**
Cost Per Credit

The purchase of up to a of 4.0 federal sand skink conservation mitigation credits within Orange and Lake Counties, Florida.

3.0 BUDGET LIMITATIONS

The Vendor shall be paid, per the compensation details in this Exhibit and price schedule in Exhibit "C," Bid Blank, for the purchase and acceptance of mitigation credits by the Department. In accordance with Section 1, Paragraph B, of the Standard Written Agreement, funding must be approved by the Department for any additional work that would result in exceeding the Contract dollar amount prior to undertaking such additional work. The Vendor shall be paid for the work completed and accepted by the Department. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the Contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the Contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract does not guarantee that the work will be authorized.

4.0 INVOICING

4.1 Upon receipt of the NTP from the Department, the Vendor shall submit an invoice in a format acceptable to the Department in the amount as specified in Exhibit "C," Bid Blank.

The Vendor's invoice package shall be submitted to the address below.

Tiffany Crosby
Florida Department of Transportation, Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761.
Email address tiffany.crosby@dot.state.fl.us

- 4.2 The Vendor's invoice package shall be a legible summary on the Vendor's letterhead that includes the following:
1. Company Name
 2. Address
 3. Remittance address if different from mailing address
 4. Date of Service
 5. Contract or Purchase Order Number
 6. Pay Item Number & Description
 7. Quantity
 8. Unit Price
 9. Total Amount of Invoice
- 4.3 The Vendor shall provide a statement (Attachment "B," Disbursement of Previous Payments), with all but the first and last pay request to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department. The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both, the Department and the affected sub-vendors, laborers, and material suppliers.
- 4.4 The Vendor shall submit a Certificate of Contract Completion with the final invoice (see Attachment "C").
- 4.5 The Vendor shall immediately notify the Department of any invoice related issues.
- 4.6 The Department reserves the right to withhold the payment or partial payment of the Vendor's invoice and/or deny payment to the Vendor when services are inadequate, performance is not authorized, services are not performed in accordance with the Contract Documents, or services are not performed to the satisfaction of the Department.
- 4.7 In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting errors or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, the Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.
- 4.8 Partial payments can be processed for each federal mitigation credit issued and accepted by the Department in accordance with Exhibit "C," Bid Blank.

The Department reserves the right for minor contract modifications at the Department's discretion consistent with the intent of the advertised scope to accommodate unforeseen project circumstances.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "C"
BID BLANK**

DOT-ITB-20-8008-AC

**PURCHASE OF FEDERAL MITIGATION CREDITS
TO OFFSET SPECIES IMPACTS**

INDEFINITE QUANTITIES CONTRACT

FPI Nos.:
435784-1-C2-01
435785-1-C2-01

EXHIBIT "C" BID BLANK

PURCHASE OF FEDERAL MITIGATION CREDITS TO OFFSET SPECIES IMPACTS

Vendor Availability X Unit Rate = Pay Item Total

| Pay Item No. | Description | Unit | Department Estimated Need | Vendor Availability | Unit Rate | Pay Item Total |
|--------------|---|-------------|---------------------------|---------------------|-----------|----------------|
| 1 | Purchase of Federal Sand Skink (Neoseps Reynoldsii) Conservation Mitigation Credits | Each Credit | Quantity 4.0 | Quantity _____ | \$ _____. | \$ _____. |

TOTAL (Pay Item No. 1) \$ _____.

- This is an indefinite quantities Contract. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged. If it is determined that the estimated number of credits may exceed the current permit quantity, the Vendor shall provide the additional credit quantity and the unit rate shall remain unchanged.
- **MFMP Transaction Fee:** All payment(s) to the Vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

The undersigned has completed and is returning the following documents as part of its Bid Package and understands that failure to return any of these documents fully completed may cause rejection of the Bid. The following forms and documentation must be completed and submitted by or prior to the bid due date and time, in order for the Bid to be considered responsive:

- _____ Bid Blank: Exhibit "C" Page C-1
- _____ A current copy of the Vendor's Federal Credit Ledger.
- _____ Written verification from USFWS that the service area is geographically acceptable to offset the planned project impact.
- _____ Written verification from USFWS that the proposed mitigation bank is acceptable to offset sand skink habitat impacts for the planned project, if the Vendor's Qualifications in Exhibit "A," Technical Specifications; Section 5.0 are not provided.
- _____ All forms supplied with the bid package (Forms 1 through 5), Form 3 through 5, if applicable. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

Name of Business: _____ Federal I.D. No.: _____
 (Print/Type)

Mail Address: _____ M.B.E. Yes ___ No ___

Street Address: _____

City: _____ County: _____

State: _____ Zip: _____ - _____

Internet EMail Address: _____

Phone Number: () _____ - _____ Fax No.: () _____ - _____

Authorized Signature: _____ Title: _____
Owner, President, Vice President or Designated Officer)

Print/Type Name: Mr. ___ Ms. ___ _____ Date: _____