



**FLORIDA FISH AND WILDLIFE CONSERVATION  
COMMISSION**

**REQUEST FOR PROPOSAL**

**FWC 17/18-05**

**GULF SENTRY VESSEL REPAIR**

**Ruth Heggen, Procurement Manager**  
2590 Executive Center Circle East, Suite 100  
Tallahassee, FL 32301  
Telephone: (850) 488-6551  
E-mail: [ruth.heggen@myfwc.com](mailto:ruth.heggen@myfwc.com)

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
REQUEST FOR PROPOSAL (RFP)  
FWC 17/18-05  
GULF SENTRY VESSEL REPAIR

**RESPONDENT ACKNOWLEDGMENT FORM**

\*\*\*\*\*

Respondent Name: \_\_\_\_\_

Respondent Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP-TERMS, CONDITIONS, PROVISIONS AND SCOPE OF WORK INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees and principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and during any resulting contract, including those contained in the PO Terms and Conditions and/or Standard Contract, whichever apply.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\* An authorized representative is an officer of the Respondent's organization who has the legal authority to bind the organization to the provisions of the response to this RFP. This usually is the President, Chairman of the Board or owner of the entity. A document establishing delegated authority must be included with the response to this RFP if signed by other than the authorized representative.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 17/18-05

REQUEST FOR PROPOSAL CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	October 17 <sup>th</sup> , 2017	Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
MANDATORY Contractor Site Visit	October 24 <sup>th</sup> , 2017 @ 1:30 p.m.	See MANDATORY CONTRACTOR SITE VISIT Attend in person at: Viking Boat Works Co Inc. 10121 Snug Harbor Rd NE St. Petersburg, Florida 33702
Deadline for Questions	Must be received <b>PRIOR</b> to: November 1 <sup>st</sup> , 2017	See Deadline for Questions Clause
Anticipated Response to Vendor Questions	November 10 <sup>th</sup> , 2017	See Deadline for Questions Clause
SEALED RESPONSES DUE AND OPENED  (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received <b>PRIOR</b> to: <b>November 21<sup>st</sup>, 2017 @ 2:00 PM</b>	<b>Submit BEFORE the due date and time to the following address:</b>  Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Evaluation Period	November 27 <sup>th</sup> – December 1 <sup>st</sup> , 2017	Florida Fish & Wildlife Conservation Commission
Anticipated Award Date	December 5 <sup>th</sup> , 2017	Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

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

**PURPOSE**

The intent of this RFP is to obtain competitive proposals for the maintenance and repair of the Patrol Vessel Gulf Sentry per the specifications contained herein. Only responsive and responsible Respondents will be considered for award of this RFP.

**RESPONSIVE**

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

**NON-RESPONSIVE**

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

**RESPONSIBLE COMPANIES**

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

**REJECTION OF BIDS**

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

**ESTIMATED BUDGET**

The Commission has an estimated budget for this project of \$200,000.00.

**TERM**

The contract will be effective one year from issuance of the purchase order.

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

## **SCOPE CHANGES AFTER CONTRACT EXECUTION**

During the term of the Contract, the Commission may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Commission may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the successful bidder, which shall not be unreasonably withheld. The Commission shall provide written notice to the successful bidder thirty (30) days in advance of any Commission required changes to the technical specifications and/or scope of service that affect the successful bidder's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

## **TERMS AND CONDITIONS**

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

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

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

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

**Please note:** The terms "Contract," "Agreement" and "Purchase Order" are used interchangeably in the document. The terms "Successful Respondent" and "Contractor" are used interchangeably in the document

## **CONDITIONS AND SPECIFICATIONS**

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

## **MANDATORY CONTRACTOR SITE VISIT**

It is mandatory that prospective respondents inspect the vessel prior to submitting a bid. This will enable respondents to familiarize themselves with the vessel. Contractors shall visit the site on their own. The Site Visit Mandatory Attestation-Individual Contractor Attendance form (**Attachment B**) must be completed by the Contractor and submitted with the bid package. The FWC will make a reasonable effort to answer verbal questions asked at the Site Visit, however, contractors should clearly understand that verbal discussions held at the Site Visit shall not be binding on the FWC, and the FWC will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

Location of Vessel:  
Viking Boat Works Co Inc.  
10121 Snug Harbor Rd NE  
St. Petersburg, Florida 33702

## **DEADLINE FOR QUESTIONS**

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

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

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission  
Tallahassee Purchasing Office  
Attn: Ruth Heggen, Procurement Manager  
2590 Executive Center Circle East, Suite 100  
Tallahassee, Florida 32301  
850-212-7699 Email: ruth.heggen@MyFWC.com

## **RESTRICTIONS TO INQUIRIES**

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

## **BIDDER SPECIFICATION INQUIRIES**

If the specifications of this Request for Proposal (RFP) could restrict potential Bidder competition, the Bidder has 72 hours within which to request to the Commission that the specification(s) be changed. The Procurement Manager must receive the written request within 72 hours after the posting date of the RFP.

Requested changes to the Commission's specifications shall include the Bidder's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s). A Bidder's failure to request changes by the prescribed date and time shall be considered to constitute the Bidder's acceptance of the Commission's specifications.

The Commission shall determine what change(s) to the RFP is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the RFP, which shall be posted to the Vendor Bid Advertisement System, internet site [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

It is up to the bidder to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Bid packet information may also be requested from the Commission's Purchasing Section by calling (850) 488-6551. Please have bid number and Bidder information available when requesting any information.

## **PROPOSAL OPENING LOCATION**

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

## **SPECIAL ACCOMODATIONS**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-6551 at least three workdays prior to the opening.

**PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM (EST) EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT IN ATTEMPTED DELIVERY PRIOR TO OPENING OR AFTER CLOSING, AND THE COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.**

## **INSTRUCTIONS FOR SUBMITTAL:**

- Replies may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the timeline.
- Replies submitted electronically will not be considered.
- The Commission is not responsible for improperly addressed or labeled responses.
- It is the respondent's responsibility to ensure its response is submitted at the proper place and time indicated in the Timeline.
- The Commission's clocks will provide the official time for response receipt.
- Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the response.
- One (1) original proposal, four (4) copies of the proposal, and one (1) electronic copy of the proposal on CD. The electronic copy should contain the entire proposal/offer as submitted, including all supporting and signed documents.

**PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM (EST) EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT IN ATTEMPTED DELIVERY PRIOR TO OPENING OR AFTER CLOSING, AND THE COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.**

## **PROPOSAL SUBMISSION**

Proposal submission should be organized as follows:

### **TAB A. Respondent Acknowledgment Form**

The respondent shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the respondent hereby states that the respondent has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the respondent will provide the Commission under these RFP specifications.

### **TAB B. Identical Tie Bid / Drug Free Workplace Form – (Attachment C)**

**TAB C. References – (Attachment D)**

The respondent shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal.

**TAB D. Experience and Qualifications Form - (Attachment E)**

The Proposer shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Proposer's experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected. See additional requirements in scope of work.

**TAB E. Project Plan – (See SCOPE OF WORK information)**

Prospective vendors **WILL CREATE AND SUBMIT** a project plan detailing how the tasks identified in the RFP will be accomplished and explain why the vendor is the most qualified to provide these services, and other requirements as outline in the Scope of Work. The vendor's project plan should include at a minimum the following:

1. Demonstration of project understanding
2. Project Approach for identified tasks
3. Proposed timeline for project completion by task
4. Any information about the vendor that should be considered by the Commission

**TAB F. Price sheet**

Respondent must complete the applicable price sheet in its entirety to be considered a responsive and responsible Respondent.

**TAB G. Mandatory Contractor Site Visit Form – (Attachment B)**

Contractor must submit vessel examination attestation form.

**INQUIRIES**

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

**FWC CONTRACT MANAGER**

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

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



## **EVALUATION PROCESS AND CRITERIA**

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

The scores of each member of the evaluation committee will be averaged with the scores of the other members to determine the final scoring. The Respondent(s) receiving a minimum score of 60 will be considered by the Commission for award.

## **EVALUATION CRITERIA**

### A. General

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

### B. Scoring

The following information will be used for evaluation criteria by the committee based on the categories outlined below:

<b>EVALUATION FACTOR</b>	<b>Maximum POINTS</b>
Contractor's Qualifications and Experience	40
Project Plan	30
Price	30
<b>TOTAL</b>	<b>100</b>

### EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors. **Note:** Evaluator independently chooses the score based on their own judgment. Failure of the Respondent to provide any of the information required in their RFP response should result in a score of zero (0) for that element of the evaluation.

1. **Contractor's Qualifications and Experience – Total 40 Point Value**  
The Organization will be evaluated based on prior business experience and their qualifications as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the respondent.
2. **Project Plan – Total 30 Point Value**  
Proposals shall be evaluated based upon the below criteria:
  - a. Demonstration of project understanding
  - b. Project Approach for identified tasks

- c. Proposed timeline for project completion by task
- d. Any other information about the vendor that should be considered by the Commission

### 3. Price – Total 30 Point Value

#### ECONOMY OF PRESENTATIONS

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

#### POSTING OF PROPOSAL TABULATION

Proposal Tabulation, with recommended awards, will be posted for review by interested parties on the Vendor Bid System's internet site ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Tallahassee Purchasing Office, Florida Fish & Wildlife Conservation Commission, 2590 Executive Center Circle East, Suite 100, Tallahassee, Florida 32301, within the time prescribed in Section 120.57(3), Florida Statutes.

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

#### CONTRACT

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

#### VERBAL INSTRUCTION PROCEDURE

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

#### ADDENDUMS

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

## **PROTESTS**

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post a 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.

Any Respondent who desires to protest the recommended award must file a notice of protest with the Tallahassee Purchasing Office, Florida Fish & Wildlife Conservation Commission, 2590 Executive Center Circle East, Suite 100, Tallahassee, Florida 32301, within the time prescribed in Section 120.57(3), Florida Statutes.

## **DELIVERABLES**

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

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

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

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

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

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

### **FINANCIAL CONSEQUENCES**

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

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

### **LICENSURE**

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

### **INSURANCE REQUIREMENTS**

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

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

**General Liability Insurance.** By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

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

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

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

### **DAMAGES TO STATE PROPERTY**

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

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

### **SUBCONTRACTS**

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

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

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

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

### **TERMINATION**

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

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

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

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

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

### **FAMILIARITY AND COMPLIANCE WITH LAWS**

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

### **ELIGIBILITY AND LICENSURE**

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

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

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

### **RELATIONSHIP OF THE PARTIES**

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

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

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

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

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

### **PROHIBITION OF UNAUTHORIZED ALIENS**

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

### **EMPLOYMENT ELIGIBILITY VERIFICATION**

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

**E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required

Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

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

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

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

### **NON-DISCRIMINATION**

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

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

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

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

### **INDEMNIFICATION**

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



whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

### **FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM**

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

### **COMMITMENT OF FUNDS**

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

### **PAYMENT OF FUNDS**

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

### **Electronic Funds Transfer (EFT)**

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

### **Automated Clearing House (ACH)**

To make transaction fee payments, contractors can register for debit ACH at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/mfmp\\_vendors/vendor\\_toolkit/forms\\_for\\_vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors) and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. *Note:* Registering for ACH can take up to 14 days.

### **PROMPT PAYMENT CLAUSE**

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section and Tallahassee Purchasing Office at 850/488-6551. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for contractors who may be

experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

### **MYFLORIDAMARKETPLACE**

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

**Transaction Fee.** Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of zero point zero seven percent (0.07%), which the Contractor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

### **ADDITIONAL LEGAL REQUIREMENT**

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

### **USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS**

As provided in Chapter 60A-1.045, F.A.C., and Section 287.042(16) F.S., other State of Florida agencies may purchase from the resulting contract of this Request for Proposals, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

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

### **PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS**

All records in conjunction with this contract shall be public records and shall be treated in the same

manner as other public records are under Chapter 119, Florida Statutes.

## **PUBLIC RECORDS**

- A.** This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.
- B.** If the Contractor meets the definition of “Contractor” in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
- i.** **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, [RecordsCustodian@myfwc.com](mailto:RecordsCustodian@myfwc.com), and 620 South Meridian Street, Tallahassee FL 32399**
  - ii.** Keep and maintain public records required by the Commission to perform the service.
  - iii.** Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
  - iv.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
  - v.** Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.
  - vi.** Requests for Records; NONCOMPLIANCE – A request to inspect or copy public records relating to Commission’s contract for services must be made directly to the Commission. If the Commission does not possess the requested records, the Commission shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Commission or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the Commission’s request for records, the Commission shall enforce the contract provisions in accordance with the contract. A Contractor who fails to provide the public records to the Commission within a reasonable time may be subject to penalties under s. 119.10.
  - vii.** Civil Action – If a civil action is filed against the Contractor to compel production of public records relating to the Commission’s contract for services, the court shall assess and award against the Contractor and the reasonable costs of enforcement including reasonable attorney fees, if:
    - a.** The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
    - b.** At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor

has not complied with the request, to the Commission and to the Contractor. A notice complies if it is sent to the Commission's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the Commission's or the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

### **COOPERATION WITH INSPECTOR GENERAL**

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

### **RECORD KEEPING REQUIREMENTS**

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

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

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

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

**Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: [www.USASpending.gov](http://www.USASpending.gov).

Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

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

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

#### **INTELLECTUAL PROPERTY RIGHTS**

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

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

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

#### **PROHIBITION AGAINST LOBBYING**

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

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



### **SEVERABILITY AND CHOICE OF VENUE**

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

### **JURY TRIAL WAIVER**

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

### **FLORIDA EMERGENCY SUPPLIER NETWORK**

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

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

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/florida\\_emergency\\_network/florida\\_emergency\\_supplier\\_network\\_fesn](http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn)

### **RELATIONSHIP OF THE PARTIES**

The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

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

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**FWC 17/18-05  
SCOPE OF WORK**

**Purpose**

- FWC is seeking proposals for the maintenance and repair of the Patrol Vessel Gulf Sentry. The Gulf Sentry is an all-aluminum 85' work boat built by Seward Seacraft in 1967. The Gulf Sentry was structurally re-engineered by Derektor Shipyards in 2010.

**Qualifications**

- The shipyard must have 10 years' experience providing maintenance and repairs to aluminum hull vessels of similar size and class.
- The shipyard must be able to provide evidence of a minimum of five prior major yard projects that involve aluminum hull vessels to include sandblasting, water blasting, welding and hull plating repair or modifications.

**Facilities**

- The shipyard must have a secure fenced area with 24 hour security in which the vessel will be housed.
- Facility must be located on navigable waters with a marked channel and a minimum approach depth of six feet at mean low water. FWC will transport the vessel to the location.
- The vendor shall provide 50 amp, 240 volt power to the vessel's shore power inlet
- The vendor shall provide a fixed rate for daily, weekly and monthly shore power usage, during any periods of storage outside the scope of work
- Other FWC contractors will be allowed access to the vessel for projects other than those stated in this scope of work.
- The vendor shall provide the rate schedule for their access to the vessel by other FWC Contractors.
- All FWC employees shall have access to the vessel during work hours without incurring costs
- The shipyard must be located within 100 nautical miles of the vessel's home port.

**Vessel Storage**

- Vendor shall provide fixed rates for lay days and or storage periods that may occur for any issues that arise beyond this scope of work and are at no fault to the vendor. Storage and lay date rates will not apply when the delay occurs at fault from the vendor, the vendor suppliers or subcontractor.

**Payment**

- FWC will pay upon acceptance of a completed task assignment as approved by the project manager in writing; payment will not be made for any partial completion of a task.

**Product Quality**

- All parts and or products used to complete this project shall be of high commercial grade quality, that either meets or exceeds the industry standard. Should the commission deem any part or product used by the contractor to be of low grade quality, or below the industry standard the part and/or products shall be replaced at the full expense of the contractor.

## Condition Found Reports (CFR's):

- CFR's may indicate the need for additional repairs or that some repairs are unnecessary. Any deletions or additions to a below task assignments must be quoted to, and approved by, the FWC project manager. A change order must be issued to the existing Purchase order and approved prior to services performed.

## Task 1 – Vessel Preparations

- Haul out and block
- Pressure wash

## Task 2 – Service On Both C 32 ACERT Caterpillar Engines

- Replace Closed Crankcase Ventilation (CCV) fumes disposal filter.
- Inspect Turbocharger.
- Replace Zinc Rods with same brand or with an FWC approved equivalent
- Clean or Replace engine air cleaner elements.
- Clean engine crankcase breather.
- Obtain engine oil sample.
- Lubricate all external moving parts.
- Change Oil.
- Change Oil Filter.
- Replace or recondition aftercoolers and heat exchangers on main engines per Caterpillar guidelines.
- Provide CFR based on inspections performed.

## Task 3 – Shafts and Propellers

- Propellers, shafts, rudders, and bow thruster impellers shall be coated with Prop Speed.
- Inspect Prop for any damage
- Inspect shafts for alignment and straightness on centers.
- Inspect cutlass bearings.
- Inspect leaking Rudder Shafts (O-ring).
- Check trim tabs and remove broken Lectro trim tab actuators and replace with new hydraulic stainless steel trim tab actuators. Bennett or Lenco brand or a custom design actuator that is of equivalent or stronger durability as approved by FWC project manager.
- Install SPUR line & net cutter systems using SPURS brand. Shaft or ship cutters are both acceptable. Whichever one is more suitable for the vessel shall be installed.
- Inspect Packing Gland and ensure water is moving from one engine to the other to ensure no overheating takes place in the event of running on one engine.
- Weld hangers in the lazarette to hang cable/chain to the rudder system. **(See Exhibits A1 & A2)**
- Provide condition found report (CFR) based on inspections performed.

## Task 4 – Hull and Exterior Work

- Inspect damaged hull plating and provide CFR for needed repairs. Inspection should also include damaged area on port side of hull.
- Repair all damaged sections of rub strake.
- Bead blast entire superstructure including the gunwale down to the waterline.
- Provide CFR to repaint whole outside of boat gray, and to repaint the whole boat excluding the superstructure.
- Install gray non-skid paint on the entire deck of vessel.



- Clean all debris, dirt, salt, oil, and blasting material out of all hull/bilge areas.
- Provide condition found report (CFR) for the exposed superstructure.
- Apply two (2) coats of Sea Hawk Sea Guard black anti-fouling paint on hull bottom up to 8 inches above the water line. A different manufacturer brand of hull paint can be utilized with prior approval from the FWC project manager.
- Replace 3 windshield wiper motors, arms, blades, mounting system/brackets. (3 separate systems). Can be of the same brand or an FWC approved equivalent. Must maintain current windshield sprayer system.
- Install Blackout Panels for navigation (Green/Red) lights per USCG regulations. Remount navigation lights outboard of blackout panels.
- Replace 4 outdoor vapor light fixtures (24 volt) with the same brand or an FWC approved equivalent. Must be of a marine grade. 2 ceiling mount and 2 wall mount to replace existing.
- Remove red air compressor from lazarette and provide back to the commission for repurposing.
- Remove and replace existing air horn with a new high quality air horn system along with a small compact style standalone air compressor that can be mounted under the control panel in the bridge or a nearby area as approved by the project manager. Must meet USCG regulations (greater than 130 decibels @ one meter with a frequency between 200-400 hertz. This will include a whole new unit (air tank, compressor, wiring, solenoids, air hose, horn, etc.). The actual horn shall be mounted on the external bow superstructure area.
- Replace all hull zincs, bow thruster zincs, strut zincs, and rudder zincs. 20 total per the below:
  - 2 EACH CM500 Rudder Zincs
  - 8 EACH ZHC5 Hull Zincs
  - 4 EACH T21 Tear Drop Zincs, Thruster Tubes
  - 4 EACH SM20-1180 Thruster Props
  - 2 EACH R5 Strut Zincs
- Add 4 additional hull zincs that match the existing brand (ZHC 5 hull zinc/anode). Two at the port/starboard bow and two at the port/starboard transom.
- Inspect corrosion on keel under fuel tanks and provide a CFR.
- Provide condition found report for stabilizers.
- Install new FWC Labels/Badges/Patches (equivalent to what is already in place in same location). Items shall be provided by FWC.
- All painted hull lettering should it be removed must be reinstalled in the same location, using a green FWC provided paint. All block lettering (FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION) shall be 12 inches in height and STATE LAW ENFORCEMENT shall be 24 inches in height painted on port and starboard hull to match existing (**See Exhibits B1, B2 & B3**). FWC GULF SENTRY shall be painted in 8 inch block lettering on aft superstructure to match existing, and St. Petersburg, Florida just below FWC GULF SENTRY (**See Exhibits B1, B2 & B3**). FWC shall be painted in 12 inch block lettering on port, starboard, and bow superstructure (**See Exhibits B1, B2 & B3**). The diagonal on the port and starboard bow shall be painted with the following dimensions: Diagonal Lt. Saddle met stripe 6 inches wide with a 3 inch space then a 53 inch wide diagonal green stripe then a 3 inch space then a diagonal Lt. Saddle met 6 inch wide stripe. Nason brand paint by Dupont. Green paint code is 44483. Lt. Saddle met paint code is 44447.
- Provide CFR based on inspections performed

#### **Task 5 – Inspection of emergency dewatering pump & fire pump**

- Inspect emergency dewatering pump and fire pump.
- Provide CFR based on inspections performed.

### **Task 6 – High flow bilge pumps**

- Upgrade the following bilge pumps with at least 2,000 gal per hour (Rule brand, commercial grade): the forward most (laundry room) quantity 1, forward berthing area quantity 1, aft most head quantity 1, and the lazarette quantity 2.
- Provide CFR based on inspections performed.

### **Task 7 – Interior Repairs**

- Inspect Laundry room toilet. Provide CFR as toilet does not currently pump to black tank.
- Change water filters under galley sink.
- Inspect and provide CFR for soft spot in galley floor on the port side between the sink and refrigerator. Spot is approximately 8 square feet.
- Provide CFR based on inspections performed.

### **Task 8 – Deck Equipment**

- Install (weld) one large Samson post in proximity and forward of the tender winch. Exact location shall be approved by the FWC project manager.
- Install (weld) one large Samson post in the center of the bow deck. Centerline forward of the winch. Exact location shall be approved by the FWC project manager. Shall match existing Samson posts.
- Install water hose hangar on starboard side engine room fan exhaust near water connection on deck.
- Provide CFR based on inspections performed.

### **Task 9 – Marine Sanitation Device**

- Remove and replace black water level monitor with a new acceptable marine grade brand that is suitable and meets the required needs of this task.

### **Task 10 -Engine room & Generators/Genset**

- Replace Port generator with a Caterpillar brand with equivalent or higher power output to what is already in place (240 Volt. 40 Kilowatt). Port generator will be repurposed to FWC.
- Provide CFR to replace the starboard generator and or to recondition the starboard generator.
- Install a camera system, so the engine room can be visually monitored on the bridge. (See Exhibit C)
- Load test the following: 4 main engine starting batteries. Provide CFR.

### **Task 11– Sea Trial**

- Vendor must perform sea trial with owner and demonstrate satisfactory performance before submission of the final invoice. If the vessel is found to not be satisfactory, the vendor is responsible for additional haul out and lay days.

## **GENERAL REQUIREMENTS**

### **Wiring requirements:**

- a) Cabling or wiring passing through watertight boundaries, decks, or bulkheads shall be installed to maintain watertight integrity and protect against chafing by use of grommets or stuffing boxes.
- b) Cabling or wiring leading to shock mounted equipment shall be formed into a coil or loop to

- minimize the effect of movement or vibration.
- c) Cabling or conductors within equipment or enclosures shall have sufficient length to facilitate tracing, troubleshooting, and opening and closing of hinged doors to prevent conductor damage.
  - d) Cabling or wires shall be grouped into a wiring harness wherever possible.
  - e) Individual cabling or wires shall be supported every 18 inches on horizontal runs and every 14 inches on vertical runs, and attached to fixed structural member of the craft.
  - f) Clamps or straps used for wire and cable support shall be secured by two screws if the wiring is larger than number 10AWG or if multiple wires are larger than ¼ inch in diameter.
  - g) Metal cabling and wire supports shall be designed to secure cable without damage to insulation and must be 1.2 inches wide.
  - h) Cabling and wiring shall be strapped in hangers to prevent sagging between hanger supports.
  - i) Exposed wiring subject to mechanical damage shall be protected with covers.

### **Welding requirements:**

- a) All welding, brazing and related procedures, including joint design, joint strength calculations, edge preparation, fabrication, welding inspection and records, shall be in accordance with the standards set forth by the American Welding Society (AWS) for the materials being welded and the intended service.
- b) Weld procedures and welder's qualifications shall be in accordance with AWS B2.1, D1.1, and D1.2 welding standards.
- c) All recommendations and information in AWS D3.7 shall be followed.
- d) The contractor shall maintain the following documentation and make it available for inspection upon request.
  - 1. A list of Weld Procedure Specification (WPS's) and associated revision dates
  - 2. Welder qualification documentation to include the last date the welder performed the indicated process.
  - 3. Procedure Qualification Records (PQR's) and full WPS documentation.

### **NON DESTRUCTIVE INSPECTION AND TESTING OF WELDS**

#### **Inspector qualifications:**

All individuals performing visual or nondestructive inspection (NDI) or nondestructive testing (NDT) operations shall be certified to one of the following requirements:

- 1. AWS Senior Certified Welding Inspector (SCWI) or Certified Welding Inspector (CWI) program.
- 2. ASNT Recommended Practice No. SNT-TC-1A, Qualification and Certification of NDT Personnel, as detailed by Table 1A, 1B, 1C, or 1D. The inspectors shall be at a minimum certified to the ASNT Central Certification Program (ACCP) Level II certification.

#### **Inspection Methods:**

Inspection of welded joints is to be performed by approved nondestructive test methods such as radiographic, ultrasonic, magnetic particle or liquid penetrate inspection. Radiographic or ultrasonic inspection, or both, is to be used when overall soundness of the weld cross section is to be evaluated. Magnetic particle or liquid penetrate inspection or other AWS Welding Inspection approved methods are to be used when investigation the outer surface of welds, or may be used as a check of intermediate weld passes.

### **Inspections shall be in accordance with the following procedures:**

1. Visual inspection (VT). Inspection shall be in accordance with AWS B1.11 or ABS Rules for Non-destructive Inspection of Hull Welds.
2. Liquid penetrate inspection (RT). Inspection shall be in accordance with ASTM E142 or ABS Rules for Nondestructive Inspection of Hull Welds.
3. Surface preparation for NDT. Inspection of completed welds shall be accomplished after slag removal and with the weld in the final surface condition. Power driven wire brushes shall not be used on surfaces that are to be liquid penetrate inspected unless the resulting surface is removed using an approved abrasive material prior to performing the inspection.

### **The following welds shall be inspected:**

1. All welds. All welds shall be visually inspected by NDI/NDT personnel or a qualified welder. Inspection prior to welding shall, at a minimum, include joint preparation, fit-up, and cleanliness.
2. Weight handling equipment welds. PT inspection shall be performed on all completed welds deposited with austenitic or nonferrous electrodes in weight handling fittings or fixtures supporting over one ton, unless the fitting or fixture is proof load tested after installation.
3. Fillet welds 3/8-inch size or greater. The contractor shall accomplish a surface examination, by appropriate nondestructive testing (NDT) methods, of fillet welds 3/8-inch size and greater.
4. Acceptance standards. The standards for acceptance of welding shall be in accordance with MIL-STD 2035, Class 3 acceptance standards for welds and NAVSEA 0900-LP-001-7000 for brazed joints. The contractor shall repair all defects.

### **Threaded fasteners**

- All fasteners shall be of corrosion resistant materials except for propulsion machinery foundations and mount fasteners where higher strength materials are appropriate. Fasteners provided with OEM equipment that are not corrosion resistant may be used in locations not exposed to the weather.
- No fasteners shall be directly threaded in to aluminum alloys. Heli-Coil inserts or pressed-in galvanically compatible threaded inserts shall be used when direct threading is required.
- Tef-Gel shall be used on threaded fasteners when applicable.
- Direct attachment of alloys containing copper to aluminum is not permitted
- except for an electrical grounding strap.
- Where nuts will become inaccessible after assembly, nuts shall be captured to allow re-assembly and prevent backing off. Unless otherwise specified, self-locking nuts of the plastic insert type or all metal left locking nuts of distorted type shall be provided to prevent loosening of bolts due to shock and vibration.
- Fasteners in deck traffic areas shall be flush to eliminate tripping hazards.

### **Materials General**

This section specifies the minimum material standards and dissimilar metal restriction. Material requirements stated in other sections of this scope of work, which are in excess of the requirements of this section, shall have precedence over the requirements of this section.

### **Materials**

When materials are referred to in this scope of work without further identification, they shall conform to the following materials as applicable:

### **Aluminum**

**Tube:** ASTM B221 (Extruded) 5086-H111 or 5083-H112 ASTM B210 (Drawn) 5086-H-32

Plate and Sheet: ASTM B209 Alloy 5086-H112 or H116 or Alloy 5456-H112 or H116 or 5083-H112 or H116

### **Shapes**

ASTM B221 (Extruded) Alloy 5086-H111 or H112 or 5083-H111 or H112 or Alloy 5456-H111 or H112

- Alloy 5052 of SAE AMS-QQ-A-250/8 may be used for un-welded sheathing, expanded aluminum and trim for a thickness less than 1/8 inch.
- Alloy 6061-T6 of ASTM B241 may be used for pipes as structural components. If so used, allowable stresses shall be based on the zero tempered condition.
- Nonstructural items of trim and outfit such as window and doorframes, castings, and hardware items may be alloy 6063 or alloy 6061 of ASTM B221 or alloy 356.1, 356.2 or A356.2 of ASTM B179.
- Copper bearing alloys shall not be used except in electrical wiring or internal to purchased components.
- Aluminum of tempers H116 shall pass an appropriate test for resistance to exfoliation corrosion.

### **Stainless Steel**

**Wrought:** AISI 316L, AISI 302, or AISI 304

**Pipe or Tubing:** ASTM A312, Grade 316L, 321 or 347

Wherever stainless steel, corrosion resistant steel or “CRES” is used or required it shall be as follows: Stainless steel 316L shall be used for welded fittings, couplings, etc. on the exterior of the vessel above and below the water line of the hull that is exposed directly to sea water and for all application on the weather decks unless stated elsewhere in this specification. If stainless steel is used, 316L shall also be used on all interior welded applications in sea water handling systems where direct exposure to sea water is possible. Stainless steel 316 shall be used in non-welded applications where direct contact with sea water or spray is possible. Use of 302 or 304 is restricted to interior, non-welded applications where exposure to sea water is not anticipated. For any portion of the exhaust system where temperatures over 750 degrees Fahrenheit may be encountered in any operational condition, including failure of any water flow, stainless steel grades 321 or 347 shall be used. For temperatures of 750 degrees Fahrenheit or below, 316L stainless steel shall be used

### **Electrolytically dissimilar metals and corrosion protection:**

- Direct contact of electrolytically dissimilar metals is not allowed. Electrolytic corrosion shall be prevented by insulating dissimilar materials from each other.
- Direct contact between aluminum alloys and porous material, pockets, crevices, and joints that can retain moisture is not allowed. Aluminum alloy surfaces intended for contact with porous material shall be coated. Joints and crevices shall be sealed with caulking compound. Pockets too large to be caulked shall be coated.
- Tef-Gel shall be used on threaded fasteners when applicable.
- Lead graphite pencils shall not be used to mark uncoated aluminum. Grease pencils and other possible sources of hydrogen contamination shall not be used on aluminum prior to welding.

### Exhibit A1

TASK 3 (bullet 9)

Picture 1: Weld mounting eye where red arrow is just above port and starboard rudders. Needs to support 1,000 pounds and be all aluminum.





## Exhibit A2

### TASK 3 (bullet 9)

Picture 2: Fabricate an eye bolt that will fasten into top of rudder shaft (port and starboard) to support rudder weight during rudder shaft seal replacement. Rudder would fall from ship without support during emergency maintenance.



**Exhibit B1**

TASK 4 (bullet 19)





**Exhibit B2**

TASK 4 bullet 19



**Exhibit B3**

Task 4 bullet 19



### Exhibit C

#### TASK 10 (bullet 3)

Mount/install 4 KJM-C55 engine room cameras. Two shall be mounted on square center support facing aft towards each generator approximately 2 feet from the deck. One shall be mounted below the main fuel rail pointing to starboard main engine. One shall be mounted on port water heater tank support bracket pointing to starboard main engine. All wiring shall be 12 or 24 volts closed circuit television with a breaker. The monitor shall be 14 inches or larger and shall be touch screen. All 4 cameras shall be visible at the same time on the monitor. Monitor shall be mounted on starboard pilot house station.



#### TASK 10 bullet 3





**FWC 17/18-05  
PRICE SHEET**

Price shall be less any Federal or State sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Price shall include all necessary items to complete the project.

It is advisable that the cost of travel be included in the price(s) proposed herein.

The fixed amount proposed below shall include the minimum requirements as outlined in the Scope of Work per each task assignment.

<b>TASK ASSIGNMENT NUMBER</b>	<b>FIXED PRICE</b>
<b>1</b>	\$
<b>2</b>	\$
<b>3</b>	\$
<b>4</b>	\$
<b>5</b>	\$
<b>6</b>	\$
<b>7</b>	\$
<b>8</b>	\$
<b>9</b>	\$
<b>10</b>	\$
<b>11</b>	\$
<b>SHOP SUPPLIES FLAT RATE: Include but are not limited to: Environmental fees, oil disposal, coolant disposal, rags, adhesives, lubricants, anti-seize compounds, tie straps, touch-up paint, oil soak pads, cleaners, and sealants. Vendor must provide list of additional shop supply items not covered above if applicable.</b>	\$
<b>TOTAL COMBINED COST OF TASKS 1-11 AND SHOP SUPPLIES</b>	\$

**BALANCE OF LINE:**

Services and Commodities required but not considered in pricing evaluation:

All additional work performed as result of a CFR may not be performed without prior written approval from Project Manager, and must be quoted at the rates as set forth below.

**HAUL RATE, DOCKING RATE AND LAY DAYS SHALL BE BASED ON VESSEL LENGTH PER FOOT/PER DAY**

HAUL RATE	\$
LAY DAY RATE	\$
DOCKAGE RATE	\$

**PER PERSON DAILY ON PROPERTY FOR ANY FWC HIRED SUBCONTRACTORS**  
*(No fees shall be charged for FWC employees entering the vendor's property)*

PER PERSON DAILY RATE	\$
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**PLATE AND SHAPES PER POUND FLAT RATE**

ALUMINUM 5083/5086	\$
STAINLESS STEEL 304/316	\$

**WELDING SERVICES HOURLY RATE**

ALUMINUM	\$
STEEL	\$

**LABOR CRAFTS HOURLY RATE**

PAINTER	\$
PAINTER HELPER	\$
MACHINIST	\$
MACHINIST HELPER	\$
RIGGER	\$
EQUIPMENT OPERATOR	\$
OILER	\$
PLUMBER/PIPEFITTER	\$
PLUMBER/PIPEFITTER HELPER	\$
ELECTRICIAN	\$
ELECTRICIAN HELPER	\$
LABORER	\$
DIESEL/GAS ENGINE MECHANIC	\$
ELECTRONICS TECHNICIAN	\$
ELECTRONICS TECHNICIAN HELPER	\$
CARPENTER	\$
CARPENTER HELPER	\$
SHEET METAL WORKER	\$
SHEET METAL HELPER	\$



**FWC 17/18-05**  
**ATTACHMENT A**  
**PURCHASE ORDER TERMS AND CONDITIONS**

**Section 1. Purchase Order.**

**A. Composition and Priority.**

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

**B. Initial Term.**

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

**Section 2. Performance.**

**A. Performance Standards.**

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

**B. Performance Deficiency.**

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

**Section 3. Payment and Fees.**

**A. Payment Invoicing.**

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

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

**B. Payment Timeframe.**

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

**C. MyFloridaMarketPlace Fees.**

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

**D. Payment Audit.**

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

**E. Annual Appropriation and Travel.**

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

**F. AUTOMATED CLEARING HOUSE (ACH)**

To make transaction fee payments, contractors can register for debit ACH at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/mfmp\\_vendors/vendor\\_toolkit/forms\\_for\\_vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors) and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. Note: Registering for ACH can take up to fourteen (14) days.



## **G. ELECTRONIC FUNDS TRANSFER (EFT)**

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

## **Section 4. Liability.**

### **A. Reasonably Associated Insurance.**

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

### **B. Workers Compensation.**

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of **\$100,000.00** per accident, **\$100,000.00** per person, and **\$500,000.00** policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

### **C. General Liability Insurance.**

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

### **D. Insurance Required for Performance.**

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

**E. Written Verification of Insurance.**

Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within five (5) days of the execution date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

**F. Commission Not Responsible for Insurance Deductible.**

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

**G. Indemnity.**

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties. If this is a Professional Services Purchase Order as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Purchase order. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**Section 5. Compliance with Laws.**

**A. Non-Discrimination in Performance.**

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

**B. Discriminatory Vendor List.**

In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals,

or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**C. Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

**D. Gratuities.**

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

**E. Public Records.**

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

ii. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, [RecordsCustodian@myfwc.com](mailto:RecordsCustodian@myfwc.com), and 620 South Meridian Street, Tallahassee, FL 32399.**

b. Keep and maintain public records required by the Commission to perform the service.

c. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

e. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

#### **F. Communications and Confidentiality.**

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

F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

#### **G. Intellectual Property.**

i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor. If Contractor is not a state agency or subdivision as defined above, Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.

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

#### **H. Convicted and Discriminatory Vendor Lists.**

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

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

**I. Cooperation with Inspector General.**

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

**J. Vendors on Scrutinized Companies List.**

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**K. Debarment and Suspension Contractor Federal Certification.**

If this Purchase Order relies on federal funds, in accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding, Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

**L. Drug Free Workplace.**

If this Purchase Order relies on federal funds, pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

**M. Prohibition against Lobbying.**

If this Purchase Order relies on federal funds, the Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or

attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, immediately provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Purchase Order, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Purchase Order, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

## **Section 6. Subcontractors and Assignments.**

### **A. Subcontractors.**

If Contractor is authorized to subcontract, Contractor shall ensure, and provide assurances to the Commission's Contract Manager upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission's Contract Manager with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission's Contract Manager upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work. If subcontracting is permitted, the Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

### **B. Contractor Payments to Subcontractor.**

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

### **C. Assignment.**

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

## **Section 7. RESPECT and PRIDE.**

### **A. RESPECT.**

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

### **B. PRIDE.**

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and

Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

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



## **Section 8. Miscellaneous.**

### **A. Independent Contractor.**

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

### **B. Governing Law and Venue.**

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

### **C. Waiver.**

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

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

### **D. Modification and Severability.**

If a Purchase Order Change Order is required for any portion of any job, the Contractor shall not commence to purchase materials for the amended work to be performed, nor proceed with the outlined duties described without prior written approval and receiving a revised copy of the approved Purchase Order in his/her possession. The contractor shall request in writing, a change order, outlining the reasons, and the itemized costs required for the change order.

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

### **E. Time is of the Essence.**

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

### **F. MISCELLANEOUS.**

No firearms, alcohol or illegal substances are allowed on any Commission project site. Neither the Contractor nor any of its employees may possess firearms or alcohol while on the job site. The

Contractor shall be responsible for the conduct of all Contractor personnel at all times while within the project area.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**FWC 17/18-05**  
**ATTACHMENT B**

**Site Visit Mandatory Vessel Examination Attestation-Individual Bidder Attendance**

The undersigned, having visited and examined the vessel associated with the specifications contained herein attest to the following:

*“Our Company has examined the FWC Vessel “GULF SENTRY” in reference to the specifications contained in Request for Proposal FWC 17/18-05 and we have familiarized ourselves with the entire vessel and have examined carefully the extent of the work needed.”*

\_\_\_\_\_  
**BIDDER NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

**FWC 17/18-05**  
**ATTACHMENT C**  
**IDENTICAL TIE BIDS / DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids, which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 one (1).
- 4) In the statement specified in subsection one (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 of nolo contendere to, any violation of 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**FWC 17/18-05**  
**ATTACHMENT D**  
**REFERENCES**

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Bidder's bid. Provide a description (scope of work) of each job performed for the same/similar work as requested within this RFP.

NAME OF COMPANY:

\_\_\_\_\_

CONTACT PERSON:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE: \_\_\_\_\_

DESCRIPTION (SCOPE OF WORK):

\_\_\_\_\_

\*\*\*\*\*  
NAME OF COMPANY:

\_\_\_\_\_

CONTACT PERSON:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE: \_\_\_\_\_

DESCRIPTION (SCOPE OF WORK)

\_\_\_\_\_

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\*\*\*\*\*

NAME OF COMPANY:

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CONTACT PERSON:

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ADDRESS:

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CITY/STATE/ZIP:

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TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE: \_\_\_\_\_

DESCRIPTION (SCOPE OF WORK):

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NAME OF COMPANY:

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CONTACT PERSON:

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ADDRESS:

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CITY/STATE/ZIP:

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TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE: \_\_\_\_\_

DESCRIPTION (SCOPE OF WORK):

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**CONTRACTOR NAME**

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**AUTHORIZED SIGNATURE**

FWC 17/18-05  
ATTACHMENT E  
EXPERIENCE AND QUALIFICATION FORM

Information should include a chronological list (starting with most recent experience first) of Proposer's experience, a description of the services provided for each operation, and duration of each project. The shipyard must be able to provide evidence of a **minimum of five** prior major yard projects that involve aluminum hull vessels to include sandblasting, water blasting, welding and hull plating repair or modifications.

EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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CONTRACTOR NAME

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AUTHORIZED SIGNATURE