



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

September 10, 2010

Prospective Contractor:

Subject: DEP Solicitation Number 2011013C
Invitation to Bid (ITB) for Sea Oat Collection, Propagation and Planting Services

This is an ITB for Sea Oat Collection, Propagation and Planting Services. The ITB package consists of this transmittal letter and the following attachments:

- | | | |
|--------------|---|---|
| Attachment A | - | ITB Contractual Services Acknowledgement Form |
| Attachment B | - | General Instructions for the Preparation and Submission of Bids Sea Oat Collection, Propagation and Planting Services |
| Attachment C | - | Scope of Services |
| Attachment D | - | Bidder Response Form |
| Attachment E | - | Drug Free Workplace Certification |
| Attachment F | - | Past Performance Evaluation Form |
| Attachment G | - | Bid Package Checklist |
| Attachment H | - | Proposed Contract Language |
| Attachment I | - | Bidder Summary Form |

Your bid should comply fully with these instructions which stipulate what is to be included in the bid response. Bidders submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the envelope or package transmitting their response. This information is used only to put the DEP's mailroom on notice that the package received is a response to a DEP solicitation and therefore should not be opened but delivered directly to the Procurement Section.

This solicitation does not commit DEP to pay any costs incurred in the preparation and submission of a bid in any form or to procure or contract for said services or supplies. The Secretary of the DEP or his written designee are the only individuals who can commit the DEP to the expenditure of funds in connection with any contract resulting from this bid.

Prospective Contractor
Page 2
September 10, 2010

The designated DEP Procurement Section representative for this bid is the undersigned. All communications hereon should cite the subject solicitation number and be directed to my attention at the address provided on Attachment B, Item B.5.

Sincerely,

Debbie Bates

Debbie Bates
Operations & Management Consultant I

DB/db

Attachment

ATTACHMENT A



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

INVITATION TO BID

CONTRACTUAL SERVICES

Page <u>1</u> of <u>37</u> pages	SUBMIT PROPOSAL TO:	
AGENCY MAILING DATE: <u>September 10, 2010</u>	Department of Environmental Protection Procurement Section, Carr Building, Room 235 3900 Commonwealth Boulevard, MS#93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361	
SOLICITATION TITLE: Sea Oat Collection, Propagation and Planting Services		SOLICITATION NO: 2011013C
PROPOSALS WILL BE OPENED: Tuesday, September 28, 2010 @ 2:30 P.M. ET and may not be withdrawn within <u>180</u> days after such date and time.		
VENDOR NAME:		*AUTHORIZED SIGNATURE (MANUAL) *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the Bidder.
VENDOR MAILING ADDRESS:		
CITY – STATE – ZIP:		
PHONE NUMBER:		
FREE NUMBER:		
FAX NUMBER:		
EMAIL ADDRESS:		
FEID NO.:		
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):		
I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Bidder.		

BIDDER CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

PUR 1001 – GENERAL INSTRUCTIONS TO BIDDERS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Buyer" means the entity that has released the solicitation.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Bidder" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the Bidder in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential Bidders to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Bidders are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the Bidder within MyFloridaMarketPlace. The Bidder agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

NOTE: This section is superseded by a condition in Attachment B. Electronic submission of proposals is not required and will not be accepted.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions,
 - Instructions to Bidders (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its response, 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 response, shall be grounds for rejecting a response. **NOTE:** This section is superseded by a condition in Attachment B.

5. **Questions.** Bidders shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all Bidders will be able to view. Bidders shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each Bidder is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. **NOTE:** This section is superseded by a condition in Attachment B.
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Bidders shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Bidders shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.
8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
9. **Bidder's Representation and Authorization.** In submitting a response, each Bidder understands, represents, and acknowledges the following (if the Bidder cannot so certify to any of following, the Bidder shall submit with its response a written explanation of why it cannot do so).
 - The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the Bidder, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - To the best of the knowledge of the person signing the response, the Bidder has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
 - The Bidder has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
 - Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - The product offered by the Bidder will conform to the specifications without exception.
 - The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
 - If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
 - The Bidder shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Bidder's preparation of its bid.
 - All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
10. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. Bidder must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Bidder for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, Bidder is not relieved from fulfilling all Contract requirements.
11. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Bidders may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
12. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <http://vbs.myflorida.com>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone. NOTE: This section is superseded by a condition in Attachment B.
13. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the Bidder written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected. NOTE: This section is superseded by a condition in Attachment B.
14. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Bidders deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
15. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

16. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful Bidder(s), however, no contract shall be formed between Bidder and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.
17. **Contract Overlap.** Bidders shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
18. **Public Records.** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a Bidder believes that its response contains information that should not be a public record, the Bidder shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
19. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

(PUR 1001 – 60A-1.002(7), F.A.C.)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PUR 1000 – GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.
 - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes. NOTE: This section is superseded by a condition in Attachment B.
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
 - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.
8. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
9. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to

the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
11. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
12. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
13. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
14. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
15. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (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.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(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 agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A

Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.
18. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
19. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or 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 Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/recordsmgmt/scheduling.cfm>). 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. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
20. **Indemnification.** The 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 Customers, 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 the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. NOTE: This paragraph is superseded by a condition in Attachment B.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

21. **Limitation of Liability.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. NOTE: This section does not apply to the contract(s) resulting from this solicitation.

22. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension

notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
24. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term 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 of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.
25. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
26. **Scope Changes.** The Customer 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 Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
27. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
30. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute

condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. **Employees, Subcontractors, and Agents.** 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 Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State 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 a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
32. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
33. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
34. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type 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. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida. NOTE: This section is superseded by a condition in Attachment B.
35. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
36. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
37. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
38. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
39. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.
40. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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>.

41. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
42. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
43. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
44. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
45. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
46. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
47. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 – 60A-1.002(7), F.A.C.)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS FOR SEA OAT COLLECTION, PROPAGATION AND PLANTING SERVICES

- See instructions for response preparation in Sections B26 – B.30. Electronic submission of bids is not required and will not be accepted for this solicitation. Bids may be sent by U.S. Mail, Courier, or Hand-Delivered. **BIDS TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.**

Debbie Bates
Procurement Section, Room 235
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS #93
Tallahassee, Florida 32399-3000
Telephone Number: (850) 245-2372

All bids must be submitted in a sealed package and shall be clearly marked on the outside with the solicitation number, date and time of the opening for the solicitation for which response is intended. The Department is not responsible for the opening of any solicitation package which is not properly marked. It is the bidder's responsibility to assure its bid is submitted at the place and time indicated in this solicitation. Bidders are required to complete, sign, and return the "DEP Solicitation Acknowledgement Form" with their bid.

By Wednesday, September 15, 2010 @ 5:00 P.M. ET, all questions from prospective contractors must be submitted in accordance with the directions in section B.7.

By Tuesday, September 28, 2010 @ 2:30 P.M. ET, Bidders shall submit their bid. See instructions for bid preparation in Sections B.26-B.30 and submittal information in Section B.5.

Click on "BUSINESS"

Click on "Doing Business with the State"

Under the "Everything for Vendors and Customers" heading, click on "Vendor Bid System"

Click on "Search Advertisements"

Under the "Agency" search field, select the "Department of Environmental Protection" and Click on "Initiate Search"

Click on the solicitation number "2011013C-AD"

These dates are to be used by the Bidder for planning purposes only and are subject to change. The DEP reserves the right to revise the solicitation schedule provided above.

B.7 Questions:

Any questions from vendors concerning this ITB shall be submitted in writing, identifying the submitter, to Debbie Bates at the address specified in Section B.5 above, or by email to Deborah.Bates@dep.state.fl.us or by facsimile to 850-245-2411, no later than Wednesday, September 15, 2010. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective contractor's responsibility to periodically check the VBS. DEP bears no responsibility for any delays, or resulting impacts, associated with a prospective contractor's failure to obtain the information made available through the DMS Vendor Bid System.

Each bidder shall be responsible for any and all services required under this solicitation. The DEP Contract Manager shall be the sole judge of conditions which are satisfactory and acceptable. A prospective bidder is also required to carefully examine the specifications set forth and to become knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to a bidder because of lack of knowledge of conditions or requirements and the selected contractor will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on the DEP and shall not be relied upon by any Bidder.

B.8 Notification:

Bid Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6 above, on or about 8:30 A.M., Monday, October 4, 2010 and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any Bidder who desires to protest the recommended award must file a protest with the Procurement Section, Department of Environmental Protection, 3800 Commonwealth Boulevard, Room 235, Carr Building, MS#93, Tallahassee, Florida 32399-3000, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

B.9 Restrictions on Communication with DEP Staff:

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 officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

B.10 Disclosure and Ownership of Bid Contents by the DEP:

A Bidder's bid shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, F.S. All information in a Bidder's bid (including, without limitation, technical and price information), and any resulting Contract, which will incorporate the successful bid, will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, F.S., regardless of copyright status. A Bidder's submission of a bid shall constitute a waiver of any copyright protection which might otherwise apply to the DEP's production, disclosure, inspection and copying of such bid and Contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, F.S. A Bidder's bid, upon submission, and the contract shall be the property of the DEP except those parts asserted to be exempt in the manner set forth below, and the DEP, in its sole discretion, shall have the right to use, reproduce, and disseminate the bid and Contract. The DEP reserves the right to use any and all information contained in a Bidder's bid.

Any bid content submitted to DEP which is asserted to be exempt under Chapter 119, F.S., shall be set forth on a page or pages separate from the rest of the proposal, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the proposal or other document in which the content is set forth.

B.11 Public Records:

Any material submitted by a bidder will become a public record pursuant to Chapter 119, Florida Statutes, ten (10) days after the DEP opens the proposals or when the notice of intended award is posted, whichever occurs first. Any claim of confidentiality is waived upon submission, unless addressed as set forth in Section B.10 above.

B.12 Description of Work Being Procured:

The DEP is requesting bids from qualified vendors for sea oat (*Uniola paniculata*) collection at St. George Island State Park in Franklin County and propagation and planting services at parks located throughout Park District 1 at no cost to the DEP. The vendor shall deliver a portion of the sea oat plants to specified DEP locations for state park dune restoration. The remainder of the sea oat plants will be kept by the selected vendor for public and private sales or use. All work shall be performed in accordance with the Scope of Services contained in Attachment C.

B.13 Number of Awards:

The DEP anticipates the issuance of one (1) contract for services under this solicitation. The DEP reserves the right to issue multiple contracts if such will be most advantageous to the DEP and the State of Florida. The DEP, at its sole discretion, shall make this determination.

B.14 Contract Period:

The Contract shall begin upon execution and remain in effect for a period of four (4) years, inclusive. Harvesting of the sea oat spikelets shall only be completed during years one and two of the Contract. Planting of the harvested spikelets may be performed during all four (4) years of the Contract. The DEP reserves the right to renew any contract resulting from this solicitation. Renewal shall be subject to the terms and conditions set forth in the existing contract and shall be limited to no more than an additional term not to exceed three (3) years or the term of the original Contract, whichever is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

No planting work will be permitted before November 1, or after May 1, without written permission of the DEP.

It is the contractor's responsibility to contact the Department six (6) months prior to the end date of the Contract to arrange disposition of any remaining sea oats owed the Department.

B.15 Type of Payment Contemplated:

There shall be no compensation paid to the selected contractor for the services sought under this solicitation. It is anticipated the selected vendor shall offset expenses through the use of their share of the sea oat seeds.

A copy of the proposed contract language is included as Attachment H. The terms and conditions should be closely reviewed by the Bidder since modifications proposed by the bidder may not be considered.

Information on Federal Procurement Regulations, State Statutes or Rules, referred to in this solicitation, may be obtained by contacting the DEP Procurement Section referred to in Section B.5 above.

B.16 Bid Acceptance Period:

The DEP intends to execute the contract(s) as soon as possible after the announcement of an award. The DEP has the discretion to terminate discussions if agreement is not reached within thirty (30) days after the announcement of an award.

B.17 Disclosure:

Information will be disclosed to Bidders in accordance with State statutes and rules applicable to this solicitation after evaluations are complete.

B.18 Firm Response (This section supersedes Attachment A, PUR1001, Instruction #13, Firm Response.):

Any submitted response shall remain valid for 180 days after the bid submission date.

B.19 Laws and Permits:

The selected contractor must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this contract. All permits and licenses required for this contract must be obtained by the selected contractor and maintained for the duration of the contract.

B.20 Indemnification:

The selected contractor must agree to indemnify, defend, save and hold harmless the State of Florida and the DEP from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the contractor, its subcontractors, agents or employees to the extent permitted by Florida law.

B.21 Insurance:

The selected contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the DEP, for the protection of its employees not otherwise protected.

The selected contractor shall maintain during the life of the contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the DEP Procurement Administrator. The certificate shall also name the DEP as an additional insured and identify the DEP Contract Number. The successful bidder shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with the DEP.

B.22 Force Majeure:

If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of a contract resulting from this ITB, the selected contractor shall promptly notify the DEP orally and shall, within seven (7) calendar days, notify the DEP in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the selected contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this contract may be extended, at the discretion of the DEP, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEP accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, fire, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the selected contractor. The selected contractor is responsible for the performance of all services issued under this contract.

B.23 Vendor Registration:

Prior to entering into a contract with the DEP, the Bidder must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under Business at www.myflorida.com). Bidders who do not have Internet access may request assistance from MyFloridamarketPlace Customer Service at 866-352-3776.

The following DMS Class/Group Codes are provided to assist you in your registration efforts: 595-580 Plants, Bedding (Landscaping); 595-770 Seedlings, Tubelings; 991-490 Landscaping and Lawn Care Services; 991-670 Public Park and Recreation Area Services.

B.24 Florida Department of State Registration Requirements:

All entities defined under Chapter 865, 607, 608, 617, 620 or 621, Florida Statutes, seeking to do business with the Florida Department of Environmental Protection shall, prior to execution of a contract, be appropriately registered with the Florida Department of State.

B.25 Subcontracting:

The prospective contractor shall not subcontract, assign, or transfer any of the services sought under this solicitation.

B.26 Solicitation Acknowledgement Form:

The DEP Solicitation Acknowledgement Form, (original copy provided in solicitation package as Attachment A) shall be completed as instructed. If a bidder fails to submit a completed Acknowledgement Form with their response, the DEP reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation.

In the event that bidders submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

B.27 Price:

The bidder must complete Attachment D, entitled "Bidder Response Form". Failure to provide a number of sea oat plants provided per pound of spikelets harvested for both situations of propagation of sea oat plants, or failure to complete and submit Attachment D, "Bidder Response Form", shall result in the bid being deemed nonresponsive and therefore, rejected.

B.28 Qualifications:

The bidder must prove, to the satisfaction of the DEP, that their company has actively and normally been engaged in business in the plant propagation or nursery services field for at least one (1) year of continuous operation. The bidder shall also show that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation. The bidder shall submit the following with their bid:

1. In the spaces provided on Attachment D, the bidder shall provide the required information on the bidder's name, address, telephone number and number of continuous years in operation.
2. In the spaces provided in Attachment D, Page 1 of 5, the bidder is required to demonstrate the following by completing the table:

The ability to harvest, propagate and plant a minimum of 400,000 sea oats in a calendar year. For the purposes of this solicitation, a calendar year will be defined as January through December. The bidder shall list projects for a single calendar year that will demonstrate that the bidder can harvest, propagate and plant 400,000 sea oats on an annual basis. Projects for a calendar year must be equal to or greater than a total of

400,000 sea oat plants. Therefore, the bidder shall list all projects completed within a calendar year where the total number of plants for all projects totals 400,000 or more.

3. Provide a list of a minimum of three (3) and up to five (5) different clients, other than the DEP, for which work similar to that specified in this solicitation. The same client may not be listed for more than one (1) reference (for example, if the bidder has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). These references should be available to be contacted during normal working hours. References shall be listed on the Client References Form, Pages 3-5 of Attachment D, attached hereto.
4. The DEP will review its records to identify any contracts, if applicable, that the bidder has undertaken during the previous five (5) years (executed on or after July 2005) with the DEP where the bidder was the primary contractor. The DEP will contact the DEP Contract Manager, if available, for two (2) contracts, if applicable, in order to complete the evaluation questionnaire provided in Attachment F.

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUESTED IN THIS SECTION SHALL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND THEREFORE REJECTED.

B.29 Bidder Summary Form

On the form provided as Attachment I, the respondent shall list the name of the respondent(s) and indicate the one business category of the respondent.

B.30 State Project Plan

The bidder shall submit a written plan addressing the State's five (5) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The DEP expects respondents to address each objective. Objectives not addressed in the selected contractor's response must be addressed prior to contract execution. The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.

1. **Diversity:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. If applicable, the respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as Attachment E, to certify that the respondent has a drug-free workplace program.
4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. 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>.

The respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. 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, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), 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 this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

B.31 Basis of Award:

1. **Weighted Number of Sea Oat Plants per Pound of Spikelets Harvested.** The ITB will be awarded to the highest responsive bidder meeting all specifications and conditions. The winning bid will be determined by the total of the following: the bidder's number of vendor-delivered and planted sea oat plants per pound of sea oat spikelets harvested multiplied by 80% (0.8) plus the bidder's number of delivered sea oat plants per pound of sea oat spikelets harvested multiplied by 20% (0.2). Note: The estimation of the type of plants in this equation is for award purposes only and does not constitute a guarantee of the type of plants desired by the DEP. The bidder submitting the responsive bid containing the highest weighted number of sea oat plants shall be awarded the contract, provided the following criteria are met:
 - a. **Qualifications.** Based on the information provided as required by Attachment B, Item B.28. If the Bidder fails to meet the qualification requirements as outlined, the DEP shall disqualify the Bidder from further consideration, and the next lowest bid shall be considered in accordance with the provisions of this section.
 - b. **Client References/DEP Past Performance.** The DEP shall contact two (2) client references and the DEP Contract Manager for two (2) contracts, if applicable, for past performance to determine the Bidder's ability to perform the requested services. The reference/DEP Contract Manager will be asked the questions shown on Attachment F. The scores for all individual references (DEP and Non-DEP) will be totaled and averaged. Failure to receive an above satisfactory or excellent performance evaluation (a score of 2.75 or above) for this average shall result in the Bidder's bid being rejected, and the next lowest bid shall be considered in accordance with the provisions of this section.
2. **Drug Free Workplace Certification.** In the case of a tie between two or more Bidders, the Bidder with a certified Drug Free Workplace will be given preference.
3. In determining vendor responsibility, the agency may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/or the vendor's demonstration of the level of integrity and reliability which the agency determines to be required to assure performance of the contract.

B.32 Terms and Conditions (The section supersedes Attachment A, PUR1001, Instruction #4, Terms and Conditions.):

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

- Instructions for Preparation and Submission of Bids for Sea Oat Collection, Propagation and Planting Services
- General Instructions to Bidders (PUR 1001), and
- General Conditions (PUR 1000).

The DEP objects to and shall not consider any additional terms or conditions submitted by a Bidder, including and appearing in documents attached as part of a Bidder's response. In submitting its response, 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 response, shall be ground for rejecting a response.

Any requirement of this solicitation which indicates the consequence of any non-compliance shall be strictly enforced.

ATTACHMENT C

SCOPE OF SERVICES

SPECIFICATIONS FOR SEA OAT COLLECTION, PROPAGATION AND PLANTING FOR THE PURPOSE OF COASTAL DUNE RESTORATION

PART 1 – GENERAL

A. RECEIVERSHIP OF SEA OAT PLANTS

1. All sea oat plants and services needed to plant them owed to the Department but not yet used at the end of October (end of Hurricane season) each year will be delivered to either a public beneficiary (other public lands; local or federal), a Non-Governmental Organization (such as The Nature Conservancy), a Florida State Park Citizen Support Organization or rolled over for a period of two (2) years following the year in which spikelets were picked.
2. It is the contractor's responsibility to contact the Department six (6) months prior to the end date of the Contract to arrange disposition of the remaining sea oats owed the Department.

B. BEACH ACCESS AND MARINE TURTLE PROTECTION

1. Environmental Permits and Marine Turtle Protection. The Contractor shall obtain applicable permits from the Departments Bureau of Beaches and Coastal Systems allowing planting of sea oats forward of the Coastal Construction Control Line. The Contractor shall comply with all marine turtle and shorebird protection requirements as specified by the DEP, and other local, state, and federal agencies. The Contractor and all subcontractors are responsible for becoming intimately familiar with these requirements and their potential impacts on all work under this permit.
2. Beach Access. The Contractor shall not access, enter or traverse the beach with any equipment or any vehicles during the marine turtle nesting season (May 1 through October 31) unless approved and coordinated by the Park Manager and District Biologist in advance.

PART 2 – SEED COLLECTION

- A. The Department agrees to allow the contractor to collect sea oat spikelets (*Uniola paniculata*) at no cost to the Department for the purpose of propagating sea oat plants, some of which will be delivered to state parks for coastal dune restoration and the remainder kept by the contractor for public and private sales.
- B. Sea oats spikelets will be harvested from St. George Island State Park.
- C. The Contractor shall harvest sea oat spikelets by the hand stripping method only. The Contractor will not harvest sea oats along dune ridges and must stay off these ridges to prevent harmful impact to coastal dunes. Harvest must take place on foot. No vehicles are allowed on dunes.
- D. Sea oat spikelets will be collected only in areas specified by the Park Manager and the District Biologist or their designees and must be weighed and recorded at the end of each harvesting day under supervision of designated personnel from the Department, as identified by the Park Manager. Both the DEP Park Manager (or designee) and the Contractor (or designee) will initial/sign the record at the completion of the weighing process.
- E. No more than 20% of the annual seed crop shall be harvested in any designated area in any growing season. The District Biologist will specify the amount of spikelets that can be gathered during the harvest season.
- F. Upon written request by the District Biologist the Contractor shall within 120 days return to the Department, to specified locations, the specified number of containerized sea oat plants and provide the labor to plant such sea oats. All sea oats returned to District 1 shall originate from seed harvested from St George Island State Park.
- H. The DEP Park Manager or designee in coordination with the District Biologist shall oversee on-site sea oat spikelet picking and sea oat planting at specific state parks.

PART 3 – PROPAGATION AND PLANTING

A WORK LOCATION, DESCRIPTION & CONSIDERATIONS

1. The Contractor shall keep separate all seed plantings involving Department furnished seed, shall keep a full and accurate record of same and permit an authorized representative of the Department to inspect stored seeds, seed beds and records of production and distribution at any time.
2. Plants will be installed in varying planting zone widths, lengths, and locations as specified by the Park Manager and District Biologist. Field adjustments in both the numbers and locations of the plants to be installed may be necessary by the DEP depending on site and weather conditions encountered at the start and during the sea oats installation. The DEP will determine final planting widths and exact planting locations to be planted in the field as work under this permit progresses.
3. No planting work will be permitted before November 1, or after May 1, without written permission of the DEP.
4. All planting methods must be described by the contractor in writing and approved by the District Biologist at least 60 days prior to plant installation to protect park resources.

B. PLANT MATERIALS

1. Planting Unit. For the purposes of this contract, the term "planting unit" refers to a nursery grown sea oat (*Uniola paniculata*) plant with at least 2 leaves each with a minimum height of 10 inches from top of the root ball to the top of the leaves. The root ball shall be at least 1.5 inches by 1.5 inches wide and 2.5 inches long. Other size planting units must be approved in writing by DEP. No other plant species will be accepted as substitutes.
 - a. Plant Size. Planting units shall be at least 10", and no more than 16", in height, as measured from the top of the root ball to the tallest leaf. Planting units shall not be physically altered (cut, trimmed, etc.) to meet this height specification.
 - b. Plant Age. Deliverable planting units shall be no less than 90 days old, as measured from the approximate time of germination to the date of installation.
 - c. Number of Planting Units Delivered. Each delivery to a work site will be subject to inspection and counting by the DEP. The contractor must provide an accurate count of plants per container. DEP reserves the right to verify plant counts.
 - d. Plant Condition. All planting units provided under this permit shall have moist, vigorous root systems free of rot, disease, or discoloration at the time of delivery and installation.
 - e. Invasive Exotic Species. Plants and soil to be delivered to or installed at District 1 parks must be free from exotic species.
2. The DEP reserves the right to perform genetic or other testing to verify a match between the selected Contractor's identified source site and the planting units to be delivered and installed under this contract. If the DEP exercises this right, the sampling for this testing will be performed at the nursery providing plants and/or at the locations that plants are being installed. If the results of this testing indicate that the seed or plant material used to grow the plants provided under this permit does not match the plant material at the approved source site, the DEP may terminate all planting work under this permit.

C. PLANTING ZONES

The approximate limits of the planting zone will be designated by the Park Manager and District Biologist or their designee. Field adjustments in both the numbers and locations of the plants to be installed may be necessary by the DEP depending on site and weather conditions encountered at the start and during the sea oats installation.

D. PLANTING DEPTH AND SPACING

1. Planting Unit Depth. All planting units shall be installed to the depth of the soil moisture horizon.
2. Planting Unit Spacing. The spacing in all designated planting zones will be determined prior to planting. Plants installed more densely than required will not be eligible for meeting the specified number of plants returned to the Florida Park Service.

E. IRRIGATION

1. Initial Irrigation. The Contractor will include a water gel material such as Terrasorb, Stockosorb, or approved equal with each newly installed planting unit to assist with meeting the required plant survival criteria. The type, amount, and method for applying this material are to be described in detail by the Permit Holder in its proposal.
2. Maintenance Irrigation. Additional irrigation or watering of the plants following their initial installation is not required.

F. FERTILIZATION

1. Fertilizer. The Contractor shall include a slow release fertilizer such as Osmacote Plus 15-9-12 Southern, Stock #90330, 12-14 month slow release fertilizer, or approved equal, with each newly installed planting unit to assist with meeting the required plant survival criteria. The type, amount, and method for applying this material are to be described in detail by the Contractor in its proposal.
2. Maintenance Fertilization. Maintenance fertilization is not permitted under this permit.

G. SUCCESS CRITERIA AND REPLANTING

1. Initial Planting Unit Survival. Planting units that do not survive for a minimum of 10 days after installation will be rejected and not be considered for meeting permit plant numbers. New, within-specification, planting units will be installed by the Contractor in the areas that do not survive for a minimum of 10 days. Contractor will be responsible for installing the new replacement planting units within 5 days of notification by DEP that an area of initial planting units did not survive for 10 days. The replacement planting units will be counted as "original" planting units only after they have survived a minimum of 10 days from installation.
2. Planting Unit Success Criteria. The success of the planting effort will be assessed by the DEP approximately 180-days from the end of the planting unit installation using three measures: whole-site survival rate, planting unit survival pattern, and planting unit root penetration. The planting effort shall be deemed a success if, in the sole judgment of the DEP, all three of the described criteria are met at the 80% level.
 - a. Whole-Site Survival Rate. A minimum survival rate of 80% of all planting units installed over the site, as a whole, shall be achieved. Plants will be considered to be surviving if they show clearly vigorous rhizomes and white, turgid roots, even in the absence of vital above ground growth.
 - b. Survival Pattern. A minimum of 80% of the planting zone width perpendicular to the shoreline shall be occupied by surviving planting units at all locations.
 - c. Planting Unit Root Penetration. A minimum of 13 out of 16 (80%) randomly selected plants in each planting zone shall have achieved root penetration of 9" or greater, as measured from the top of the root ball down. This success criterion may be waived, at the sole discretion of the DEP, if lesser root penetration is otherwise determined to be acceptable, or if it was caused by factors outside the control of the Contractor (i.e., excessive natural rainfall).
3. Replanting of Planting Units. If any of the above success criteria are not met, as determined by DEP, the Contractor shall replant with viable, and within specification, planting units in all areas considered to be deficient according to the planting unit success criteria. The replanting of planting units will be the sole responsibility of the Contractor and be completed at no cost to the DEP. All warranty and survival provisions and requirements will apply to replanted planting units.

H. INSPECTIONS

1. The Contractor shall provide DEP with open access to all nursery operations, storage areas, staging areas and other work sites, in the manner and time frame requested by DEP for the purpose of performing compliance inspections and any testing work deemed necessary by the DEP.
2. Inspectors. DEP will employ on-site inspectors, as it deems necessary, to verify that the Contractor is complying with the provisions of this contract.
3. Daily Inspections. DEP will perform daily inspections, as it deems necessary.

I. PLANTING UNIT REJECTION

Planting units rejected by DEP, for any reason, will not be considered as delivered to the site. All planting units rejected by DEP will not be eligible for meeting production, delivery, installation, or other permit conditions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT D
BIDDER RESPONSE FORM

BIDDER QUALIFICATIONS

Bidder Name:

Address:

Phone Number:

Years of Continuous Operation*:

to

Month / Year

Month / Year

DEMONSTRATION OF ABILITY TO HARVEST, PROPAGATE AND PLANT UP TO 400,000 SEA OAT PLANTS IN A CALENDAR
YEAR

(See Attachment B., Section B.28 Prior to Completing)

Calendar Year	Location and Brief Description of Project	Number of Sea Oat Plants Used in Project

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

RATE

The amount of sea oat plants quoted shall include the Contractor's furnishing the necessary personnel, labor, equipment, services, materials, permits, licenses and insurance, and otherwise doing all things necessary for or incidental to the performance of work for the Sea Oat Collection, Propagation and Planting Services in full accordance with the general and special conditions and specifications of DEP Solicitation No. 2011013C. Failure to provide a rate for both specified items shall result in the bid being deemed non-responsive and therefore, rejected.

	# of Sea Oat Plants Provided per Pound of Spikelets harvested		Estimated Weight Factor		Total Weighted # of Sea Oat Plants
Collection, Propagation and Delivery of Sea Oat Plants		X	0.20	=	(A)
Collection, Propagation, Delivery and Planting of Sea Oat Plants		X	0.80	=	(B)
Weighted Number of Spikelets (A + B)					

The weight factors specified are the DEP's best estimate of the percentage of each to be used and are for award purposed only. The selected contractor will supply the types of services as determined by the DEP, be it more or less than the estimated quantity specified (based on the estimated weight factor above). All rate information calculations shall be verified for accuracy. In the event that a mathematical error is identified, Unit Rates submitted by the bidder will prevail.

DEP REFERENCES

The DEP will review its records to identify any contracts the prospective bidder has undertaken during the previous five (5) years (executed on or after July 2005) with the DEP where the bidder was the primary contractor. The DEP will contact the DEP Contract Manager, if available, for two (2) contracts and/or purchase orders in order to complete the evaluation questionnaire provided in Attachment F.

REFERENCES

A list of a minimum of three (3) and up to five (5) separate and verifiable clients, other than the DEP, for work similar to that specified in this solicitation. The same client may not be listed for more than one (1) reference (for example, if the bidder has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). These references should be available to be contacted during normal working hours. The DEP will attempt to contact the two selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specific number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. The DEP will not attempt to correct incorrectly supplied information. References shall be listed on the Client References Form, Pages 3-5 of Attachment D, attached hereto. **Do not list work performed for the DEP.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Client #1

Client Name: _____

Address: _____

Contact Person: _____ Phone #: () _____

Project Term: _____ to _____
Month / Year Month / Year

Approximate Contract Value: \$ _____

Brief description of the project: _____

Client #2

Client Name: _____

Address: _____

Contact Person: _____ Phone #: () _____

Project Term: _____ to _____
Month / Year Month / Year

Approximate Contract Value: \$ _____

Brief description of the project: _____

Client #3

Client Name: _____

Address: _____

Contact Person: _____ Phone #: () _____

Project Term: _____ to _____
Month / Year Month / Year

Approximate Contract Value: \$ _____

Brief description of the project: _____

Client #4

Client Name: _____

Address: _____

Contact Person: _____ Phone #: () _____

Project Term: _____ to _____
Month / Year Month / Year

Approximate Contract Value: \$ _____

Brief description of the project: _____

Client #5

Client Name: _____

Address: _____

Contact Person: _____ Phone #: () _____

Project Term: _____ to _____
Month / Year Month / Year

Approximate Contract Value: \$ _____

Brief description of the project: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT E

CERTIFICATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two 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 the employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of 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.

(Signature)

(Type Name)

(Firm Name)

(Address)

(City, State Zip)

ATTACHMENT F

EVALUATION OF PAST PERFORMANCE

Bidder's Name _____

Bidder's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of the DEP:

1. Briefly describe the work the contractor performed for your company.

 2. How well did the contractor adhere to the agreed upon schedule?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

 3. How would you rate the contractor's quality of work?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

 4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

 5. How would you rate the contractor's use of appropriate equipment and methods?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points.

Score _____

Divided by 4

= Average Score _____

Reference's Signature _____ Date: _____

ATTACHMENT G
BID PACKAGE CHECKLIST

To ensure that your bid can be accepted, please be sure the following items are completed and enclosed:

1. _____ The DEP Solicitation Acknowledgement Form (Attachment A in the solicitation package) must be completed and signed. If a Respondent fails to submit a completed DEP Solicitation Acknowledgement Form with their bid, the DEP reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. The right shall be exercised when the Respondent has met all other requirements of the bid. Did you complete the following:
 - a. Vendor Name;
 - b. Vendor Mailing Address;
 - c. City, State and Zip Code;
 - d. Phone Number and Fax Number with Area Code;
 - e. Email Address;
 - f. FEID Number;
 - g. Type of Business Entity (Corporation, LLC, Partnership, etc.);
 - h. Sign Form (by individual authorized to bind company);
 - i. Type Name of Signatory and Title; and
 - j. Primary and Secondary Contract Information?

In the event that Respondents submit a proposal as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

2. _____ Bid Prices - Attachment D, Bidder Response Form. Bidder must provide a number of sea oat plants per pound of spikelets harvested for both situations on page 2 of 5 of the "Bidder Response Form" or the bid shall be deemed non-responsive and therefore rejected.
3. _____ Qualification Requirements - Complete appropriate area on Attachment D. See Attachment B, Section B.28. Be sure to include the company name, address, telephone number, and number of continuous years in operation. Bidder must also complete the chart to document the ability to harvest, propagate and plant sea oats up to 400,000 plants in a calendar year.
4. _____ Client References - (See Attachment B, B.28 and Attachment D).
5. _____ State Project Plan which addresses the following:
 - A. Diversity
 - B. Environmental Considerations
 - C. Certification of Drug Free Workplace (Complete and sign Attachment E, if applicable)
 - D. Use of Respect; and,
 - E. Use of Pride.

This checklist (Attachment G) is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT H

PROPOSED CONTRACT LANGUAGE

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2011013C, a prospective contractor has agreed to accept the terms and conditions of the contract contained in this attachment. The DEP reserves the right to make modifications to this contract if it is deemed to be in the best interest of the DEP or the State of Florida.

DEP CONTRACT NO. _____

This Contract is made and entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "Department," and (Name of Entity), a (Type of Entity), whose address is (Entity Address), hereinafter referred to as the "Contractor," to provide the collection, propagation and planting of sea oats in the Department's Division of Recreation and Parks, District 1.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to provide the collection, propagation and planting of sea oats in the Department's Division of Recreation and Parks, District 1 as defined herein and as outlined in DEP Solicitation No. 2011013C and the Contractor's response thereto, incorporated herein by reference, and in accordance with Exhibit * (See Attachment C of Solicitation No 2011013C), Scope of Services, attached hereto and made a part hereof. Any terms and conditions of the Contract which vary from those contained in the solicitation or the Contractor's response thereto shall have precedence. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products, fuel or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. This Contract shall begin upon execution by both parties and remain in effect for a period of four (4) years. Harvesting of the sea oat spikelets shall only be completed during years one and two of the Contract. Planting of the harvested spikelets may be performed during all four (4) years of the Contract. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. The DEP reserves the right to renew this Contract for an additional term not to exceed three (3) years or the term of the original contract, whichever is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

No planting work will be permitted before November 1, or after May 1, without written permission of the DEP.

It is the Contractor's responsibility to contact the Department six (6) months prior to the end date of the Contract to arrange disposition of the remaining sea oats owed the Department.

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

6. There shall be no compensation paid to the Contractor as consideration for the services rendered by the Contractor under the terms of this Contract. It is anticipated that the selected vendor shall offset expenses through the use of their share of the sea oat seeds.
7. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act, or failure to act, by the Contractor, or any of the employees, agents or representatives of the Contractor to the extent allowed by law.
8. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 9.

9. Any and all notices shall be delivered to the parties at the following addresses:

<u>Contractor</u> <i>Name of Individual</i> <i>Organization Name</i> <i>Address</i> <i>City, State Zip Code</i>	<u>Department</u> <i>Name of Individual (MS#___)</i> <i>Division/District/Office Name</i> Florida Department of Environmental Protection <i>Address</i> <i>City, State Zip Code</i>
---	--

10. 15. The Department's Contract Manager is _____ (*Name*) _____, _____ (*Title*) _____, Phone _____/_____. The Contractor's Contract Manager is _____ (*Name*) _____, _____ (*Title*) _____, Phone _____/_____. All matters shall be directed to the Contract Managers for appropriate action or disposition.
11. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State constitution and Section 119.07(1), Florida Statutes.
12. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion.
13. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
14. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
15. 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 hereon or in connection herewith shall be brought in Leon County, Florida.

16. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
17. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
18. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
19. A. 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. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.
20. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
21. The Contractor shall not subcontract, assign, or transfer any work under this Contract.
22. 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., if available, 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.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, FL 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org>

23. 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 dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

24. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
25. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The Contractor shall also maintain, during the life of the Contract, comprehensive watercraft liability coverage with limits of not less than \$300,000 combined single limit. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator and shall reference the DEP Contract Number. The Certificate shall also name the Department as an additional insured.
26. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require formal amendment to this Contract.
27. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.
28. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of this Contract, the Contractor shall promptly notify the Department orally and shall, within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the Contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this contract may be extended, at the discretion of the Department, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the Department accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, fire, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the Contractor. The Contractor is responsible for the performance of all services issued under this Contract.
29. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, 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 36 months from the date of being placed on the convicted vendor list.

30. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations.

31. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

CONTRACTOR'S NAME

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: _____

By: _____
Director, Division of Recreation & Parks

Date: _____

Date: _____

(Company Name)
(Company Address)
(City, State and Zip Code)

DEP Contract Manager

FEID No. _____

DEP Contracts Administrator

Contractor's Remittance Address:

Approved as to form and legality:

(Address)
(City, State and Zip Code)

DEP Attorney

List of attachments/exhibits included as part of this Contract:

Type	Letter/Number	Description (include number of pages)
Exhibit	*	Scope of Services (See Attachment C of DEP Solicitation No. 2011013C)
Exhibit	**	Rate Schedule (See Attachment D of DEP Solicitation No. 2011013C)

ATTACHMENT I

RESPONDENT SUMMARY FORM

	TEAM IDENTIFICATION (To Be Completed By The Respondent.)
--	---

As Respondent to DEP Solicitation No. 2011013C, I/we intend to utilize the following team in connection with this project: [In the spaces provided below, list the name of the respondent, the name of each intended subcontractor, and indicate the business category of each one listed.]

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
		BUSINESS CLASSIFICATION						CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.								
		NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	SERVICE-DISABLED VETERAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT	
LIST NAMES OF RESPONDENT(S) & ALL INTENDED SUBCONTRACTORS																								

Section B**ACKNOWLEDGEMENT (To Be Completed By The Respondent(s).)**

I/WE HEREBY CERTIFY that, as Respondent to DEP Solicitation No. 2011003, that the information provided herein is true and correct.

Name of Respondent #1

Name of Respondent #2

Signature

Date

Signature

Date

Print Name/Title

Print Name/Title

*****IMPORTANT***BOTH SECTIONS OF THIS FORM MUST BE COMPLETED AND SECTION B MUST BE DATED AND BEAR THE RESPONDENT'S SIGNATURE FOR THIS FORM TO BE DEEMED RESPONSIVE.**

Please review to ensure all sections are complete and the form is acknowledged correctly.