



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

September 20, 2010

Prospective Contractor:

Subject: DEP Solicitation Number 2011005C
Request for Proposals (RFP) for a Florida Statewide Outdoor Recreation
Participation Study

This is a RFP to select contractor to conduct an assessment of outdoor recreation participation in Florida. The RFP package consists of this transmittal letter with the following attachments:

- Attachment A - DEP Solicitation Acknowledgement Form
- Attachment B - General Instructions for the Preparation and
Submission of Proposals for a Florida Statewide
Outdoor Recreation Participation Study
- Attachment C - Scope of Services
- Attachment D - Client Reference Forms
- Attachment E - Evaluation Criteria
- Attachment F - Certification of Drug Free Workplace
- Attachment G - Respondent/Subcontractor Summary Form
- Attachment H - RFP Response Checklist
- Attachment I - Proposed Contract Language

Your response should comply fully with these instructions which stipulate what is to be included in the response. **Prospective contractors submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the sealed 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 DEP Procurement Section.

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

Prospective Contractor
September 20, 2010
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The designated DEP Procurement Section representative for this solicitation is the undersigned. All communications hereon should cite the subject solicitation number and be directed to my attention at the address provided in Attachment B, Section B.6.

Sincerely,

Cindy Riggins

Cindy Riggins
Operations & Management Consultant II

/cr
Attachments

ATTACHMENT A
DEP SOLICITATION ACKNOWLEDGEMENT FORM



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Page <u>1</u> of <u>56</u> pages	SUBMIT PROPOSAL TO: Department of Environmental Protection Procurement Section, Carr Building, Room 235 3800 Commonwealth Boulevard, MS#93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361		
AGENCY RELEASE DATE: September 20, 2010			
SOLICITATION TITLE: Florida Statewide Outdoor Recreation Participation Study		SOLICITATION NO: 2011005C	
PROPOSALS WILL BE OPENED: Wednesday, October 13, 2010 @ 2:30 P.M. EDST 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 respondent.	
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 Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer 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 Proposer.			
RESPONDENT 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:	

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PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

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) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** Respondents 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 respondent within MyFloridaMarketPlace. The respondent 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 Respondents (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 respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response. **NOTE: This section is superseded by a condition in Attachment B.**

5. **Questions.** Respondents 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 respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent 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. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent 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. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
- The respondent 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 respondent, 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 respondent 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 respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
 - The respondent 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 respondent 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:
 - 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
 - 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 respondent will conform to the specifications without exception.
 - The respondent 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 respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

- The respondent 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 respondent 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 respondent's preparation of its bid.
 - All information provided by, and representations made by, the respondent 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 respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent 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 respondent 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. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent'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, respondent 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. Respondents 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://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. 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 respondent 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 respondents 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 respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

17. **Contract Overlap.** Respondents 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 respondent believes that its response contains information that should not be a public record, the respondent 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.)

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://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). 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 is superseded by a condition in Attachment B.**

- 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.pridefl.com>.

- 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.)

ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS FOR A FLORIDA STATEWIDE OUTDOOR RECREATION PARTICIPATION STUDY

- B.1 Solicitation Number: 2011005C
- B.2 Solicitation Type: Request for Proposals (RFP)
- B.3 Date of RFP Issuance: September 20, 2010
- B.4 Program Office: Division of Recreation and Parks
 Florida Department of Environmental Protection (DEP)
- B.5 Solicitation Timeline:

By **Friday, September 24, 2010 @ 5:00 p.m. ET** all questions from prospective contractors must be submitted in accordance with the directions in section B.7.

By **Wednesday, September 29, 2010 @ 5:00 p.m. ET** the DEP anticipates posting the questions received and the DEP's answers on the Vendor Bid System (see instructions on how to get to the Vendor Bid System below).

By **Wednesday, October 13, 2010 @ 2:30 p.m. ET**, prospective contractors shall submit four (4) copies of their response to this solicitation (**see Section B.30 for response preparation instructions**).

On or after **8:30 a.m. ET, on Tuesday, October 26, 2010**, the recommended award will be posted on the Florida Department of Management Services (DMS) Vendor Bid System. To access the posted results, go to <http://www.myflorida.com>. Once at this site, the steps listed below should be followed to access the Vendor Bid System.

- 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 "2011005C-AD"

The DEP reserves the right to short list respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If the DEP exercises the right, the short list will be posted on the Vendor Bid System at www.myflorida.com on or after **8:30 A.M. ET, Tuesday, October 26, 2010**. In the event that the Department exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis.

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

Please notify the DEP Procurement Section identified below (see Section B.6) by Friday, October 1, 2010 if an accommodation because of a disability is required in order to participate in this procurement opportunity.

B.6 **Response Submittal** (This section supersedes Attachment A, PUR1001, Instruction #3, Electronic Submission of Responses.):

See the instructions for response preparation in Section B.30. Electronic submission of responses is **not** required and will not be accepted for this solicitation. Responses may be sent by U.S. Mail, Courier, or Hand-Delivered. **RESPONSES TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.**

Responses must be received by:

Ms. Cindy Riggins
Procurement Section, Room 235
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Telephone Number: 850-245-2361

NO LATER THAN 2:30 P.M. Eastern Time (ET), on Wednesday, October 13, 2010.

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

CAUTION: A response received at the office designated after the exact time specified for receipt will not be considered.

B.7 **Questions** (This section supersedes Attachment A, PUR1001, Instructions #5, Questions.):

Any questions from prospective contractors concerning this RFP shall be submitted in writing, identifying the submitter, to Cindy Riggins at the address specified in Section B.6, by email at cindy.riggins@dep.state.fl.us or by facsimile at 850-245-2411, by **Friday, September 24, 2010**. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable.

All questions and answers/changes to the solicitation will be provided in writing and posted on the DMS Vendor Bid System (VBS). It is the prospective contractor's responsibility to check periodically for any information updates to the solicitation which is posted to 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.

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

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.6 above.

For the purposes of this solicitation, the terms respondent, offeror, contractor and consultant are used interchangeably and mean a person(s) or firm(s) submitting a response to this solicitation.

B.8 Restriction 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.9 Notification (This section supercedes Attachment A, PUR1001, Instruction #12, Electronic Posting of Notice of Intended Award.):

Tabulation of Results, with the recommended award, will be posted for review by interested parties at the location specified in Section B.5 above, on or after **8:30 A.M., EST, Tuesday, October 26, 2010**, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any respondent who desires to protest the recommended contract award must file a notice of protest and formal protest with the Procurement Section, Department of Environmental Protection, 3800 Commonwealth Boulevard, MS#93, Carr Building, Room 235, Tallahassee, Florida 32399-3000, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

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

A Respondent's proposal shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Respondent's proposal (including, without limitation, technical and price information), and any resulting Contract, which will incorporate the successful proposal, will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. A Respondent's submission of a proposal shall constitute a waiver of any copyright protection which might otherwise apply to the DEP's production, disclosure, inspection and copying of such proposal and Contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. A Respondent's proposal, 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 proposal and Contract. The DEP reserves the right to use any and all information contained in a Respondent's proposal.

Any proposal content submitted to DEP which is asserted to be exempt under Chapter 119, Florida Statutes, 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 Respondent 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.

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B.12 Description of Work Being Procured

The Department of Environmental Protection (DEP) Division of Recreation and Parks is requesting proposals from qualified firms to conduct an assessment of outdoor recreation participation in Florida. Specific tasks shall include:

1. Conduct an assessment of Florida residents' participation in outdoor recreation activities; and,
2. Conduct an assessment of Florida tourists' participation in outdoor recreation activities.

The selected contractor shall develop and pretest a survey instrument, collect data and create a final report for each of the tasks listed above. The selected contractor shall provide the final report and all the data collected in hard copy and electronic format.

All services shall be performed in accordance with the requirements set forth in the Scope of Services provided as Attachment C of this solicitation.

B.13 Number of Awards:

The DEP anticipates the issuance of one (1) contract for both of the tasks listed in Section B.12 above. The DEP reserves the right to issue multiple contracts if such will be most advantageous to the DEP and the State of Florida.

B.14 Contract Period:

The Contract is anticipated to begin by the end of September, 2010 and remain in effect until May 31, 2011, inclusive. However, it is understood and agreed that all services to be performed under the contract resulting from this solicitation must be completed no later than April 30, 2011.

B.15 Type of Contract Contemplated (This section supercedes Attachment A, PUR1000, Condition #2, Purchase Orders.):

A fixed price contract is proposed; however, the DEP reserves the right to award another contract type if such will be most advantageous to the DEP and the State of Florida, cost and other factors considered. The selected contractor shall be compensated the fixed price proposed in their response amount for the completion of the assessment of the outdoor recreation participation in Florida.

Information on Federal procurement Regulations, State Statutes or Rules, referred to in this solicitation, may be obtained by contacting the DEP Procurement Office referred to in Section B.6 above.

A copy of the proposed contract containing all requirements is included as **Attachment I**. The requirements should be scrutinized by the Respondent since modifications proposed by the Respondent may not be considered.

Budget Note: The total budget available for this project, including travel, is \$120,000.

B.16 Offer Acceptance Period:

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

B.17 Firm Response (This section supercedes Attachment A, PUR1001, Instruction #13, Firm Response.):

Any submitted response shall remain valid for one hundred eighty (180) days after the response submission date.

B.18 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 the contract. All permits and licenses required for the selected contractor's company operations under the contract must be obtained by the selected contractor(s) and maintained for the duration of the contract. The DEP will not pay for the cost of licenses or permits required by any selected contractor(s) for company operations.

B.19 Disclosures:

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

B.20 Indemnification (This section supercedes Attachment A, PUR1000, Condition #20, Indemnification, paragraph #1.):

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 (This section supercedes Attachment A, PUR1000, Condition #34, Insurance Requirements.):

The contractor selected under this RFP shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with the 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 contractor selected under this RFP 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.

The selected contractors' current certificates 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, with the exception of ten (10) days notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates evidencing such insurance coverages prior to the execution of contract(s) with the DEP. The insurance certificates must name the DEP as an additional insured and identify the DEP Contract Number.

B.22 Subcontracting:

The prospective contractors shall not subcontract, assign, or transfer any of the services sought under this solicitation, *with the exception of those subcontractors identified in the prospective contractor's response*, without the prior written consent of the DEP.

Prospective contractors **cannot** respond to this solicitation as both a prime contractor and a subcontractor to other respondents. In the event that responses are received from firms with common ownership, officers or directors, to provide services as prime contractors, all such responses will be rejected. In the event that a firm who has responded as a prime contractor provides a letter of commitment to subcontract with another respondent, the response submitted as a prime contractor shall be rejected.

The DEP supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

B.23 Limitation of Liability (This section supercedes Attachment A, PUR1000, Condition #21, Limitation of Liability.):

Attachment A, PUR1000, Condition #21, Limitation of Liability is deleted in its entirety. Liability will not be limited in any contract(s) resulting from this solicitation.

B.24 Conflict of Interest:

The respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this solicitation.

B.25 Rights to Data and Copyright:

All tracings, plans, specifications, maps, computer files and or reports prepared or obtained under this Contract, as well as data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said documents(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contractor at any.

B.26 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 RFP, 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. Failure to perform by a selected contractor's subcontractor shall not constitute a force majeure event.

B.27 Vendor Registration:

Prior to entering into a contract with the DEP, the selected contractor 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). Prospective contractors who do not have Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866) 352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

The following DMS Class/Group Codes are provided to assist you in your registration efforts: 973-040 Advertising, Promotional, Public Relations & Economic Development Services; 973-740 Research Services.

B.28 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.29 Number of Copies to be Submitted:

Four (4) signed copies of the response must be submitted for review by the DEP. Each copy is to be bound individually. **One (1) copy of the proposal shall bear original signatures and be marked as the "Original". Use of legible reproductions of signed originals is authorized for all other copies of the proposal.**

B.30 General Instructions for Preparation of the Proposal:

The instructions for this solicitation have been designed to help insure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

The proposal shall consist of the following parts:

A. Acknowledgement Form:

The DEP Solicitation Acknowledgement Form (original copy provided in solicitation package as Attachment A) shall be completed as instructed. The originally signed copy shall be submitted in one (1) copy of the response package marked "Original". Three (3) photocopies of the signed original Attachment A shall be made and one (1) copy shall be provided in each of the three (3) additional response packages submitted to the DEP. If a respondent fails to submit a completed Acknowledgement Form with their response, the DEP reserves the right to contact the respondent 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 respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate DEP Solicitation Acknowledgement Form.

B. Technical Response

The technical response package shall be prepared by each respondent utilizing 8.5" x 11" paper. Respondents shall prepare their technical response package in the order outlined below for ease of the identification and review by the evaluators.

The Technical Response Package shall contain the following sections:

1. Executive Summary

This section shall provide a brief summary describing the respondent's understanding of the project and their ability to perform the services requested herein, as well as the general strategy and methodology that will be used to achieve the project objective. This shall be presented in such a manner as to provide the Department with a brief synopsis of the respondent's proposal and must be presented in a manner easily understood by individuals at any level of expertise in this subject area.

2. Company Background

This section shall provide information on the historical background of the respondent and on the respondent's organizational structure. This should include years in operation, years involved in work related to this project, and the location of the respondent's facility.

3. Project Work Plan

This section shall outline the respondent's preliminary work plan, including a description of the proposed tasks needed to complete this project as outlined in Attachment B, Section B.12 and Attachment C, Scope of Services of this solicitation. The work plan shall include the following:

- Detailed narrative of work plan, including methods for each task; and,
- Schedule for the project including milestones, deliverables, review and approval of deliverables.

4. Qualifications and Experience

This section shall identify all personnel proposed for assignment to the contract resulting from this solicitation and present their qualifications. The following information must be provided for all personnel who will be involved in the project: name, expertise, level of involvement, and experience with similar projects. If subcontractors will be used, identify the tasks for which they will be responsible and include their qualifications and experience.

An appendix of resumes adequate in number and orientation to demonstrate the respondent's capability to perform should support this section. The specific positions of the individuals whose resumes are provided shall coincide with the sections on Company Background and Project Work Plan.

Note: Qualifications of personnel can only be presented as part of the respondent's response for individuals who are currently employed by the respondent, not individuals the respondent proposes to hire if they are awarded a contract. The same applies to qualifications of subcontractor personnel.

5. Project Management

This section shall describe in-house project organization, management and communication methods which will be used to efficiently undertake the administrative and project management aspects of this project. The discussion should include cost and schedule controls, corrective action procedures, project tracking procedures and management systems, method and frequency of progress reporting, schedule control, procedures for early recognition of the need for work plan modifications and the respondent's ability to adjust to changes in personnel or schedule requirements.

6. Cost

The respondent shall provide a detailed budget (see **Exhibit I** of Attachment B) for the overall project, as well as broken down for each task proposed by the respondent. The prices must include all things necessary to complete the project as described in this solicitation and the respondent's response hereto. The budgets shall be presented in the format shown in Attachment C. Budgets must be provided using the sample format provided.

Budget Notes:

The respondent shall itemize, by category/classification, all hourly rates of personnel anticipated to be used and the anticipated number of hours necessary for each task. The respondent shall itemize any other expenses anticipated to be incurred during each task (e.g., materials and travel, as well as percentages for the application of overhead, fringe benefits, general and administrative expenses, and fees). Authorized travel expenses shall be reimbursed in accordance with State rates.

7. Past Performance (Must use pages provided as Attachment D)

In the space provided on Attachment D, the respondent must list all names under which it has operated during the past five (5) years. The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the primary contractor, during the last five (5) years (contracts in effect during or after August, 2005).

Also, in the spaces provided on Attachment D, the respondent (**not intended subcontractors**) must provide the required information for a minimum of three (3) separate and verifiable projects which have been **completed** by the respondent (not intended subcontractors). The projects listed must consist of work similar in nature to that specified in this solicitation. **Do not list projects completed for the DEP as a reference on this form.** Confidential clients shall not be included.

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

Projects that the respondent has completed for organizations that are listed as subcontractors in their response **may not** be used as past performance references under this solicitation. Projects that have been completed for organizations are currently parent or subsidiary companies to the respondent **may not** be used as past performance references under this solicitation.

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

In the event that respondents submit a response as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains two (2).

References should be available to be contacted during normal working hours. The DEP will choose, at its own discretion, two (2) of the respondent's references to contact in order to complete an evaluation questionnaire as provided in Attachment E. In the event that the respondent has performed work as a primary contractor for the DEP within the timeframe specified above, the DEP shall attempt to contact one (1) DEP and one (1) non-DEP references. In the event that the respondent has not performed work as a prime contractor for the DEP within the timeframe specified above, the DEP shall attempt to contact two (2) non-DEP references. The total number of clients who will be contacted to complete an evaluation for any response will be two (2).

The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. Another reference will not be selected as a replacement for a non-responding reference. The DEP **will not** attempt to correct incorrectly supplied information.

Failure to provide the required information for three (3) separate and verifiable completed projects in the spaces provided on Attachment D; or failure to provide the required information shall result in the respondent receiving a score of zero for the Past Performance section of the evaluation criteria.

Failure of the respondent to provide any of the information required in the technical response portion of the RFP response shall result in a score of zero (0) for that element of the evaluation, with the exception of cost which will result in the response being deemed non-responsive and disqualified.

C. Respondent/Subcontractor Summary Form

On the form provided as Attachment G, the respondent shall list the name of the respondent(s), the name of each intended subcontractor, and indicate the **one** business category of each firm listed.

D. Documentation Supporting Subcontract Arrangements

All respondents shall supply written proof of subcontract arrangements for this solicitation. Documentation shall be supplied for each subcontractor listed on Attachment G, which the respondent intends to utilize and for which the respondent has identified qualifications and experience in their proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number (**2011005C**), the project title (Florida Statewide Outdoor Recreation Participation Study), including the primary contractor with whom the firms intends to subcontract. **Failure to submit a letter of commitment from an intended subcontractor identified in the proposal shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.**

E. State Project Plan

The respondent 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 F, 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.

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B.31 Evaluation Criteria

A. General

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

With the exception of the past performance reviews, each proposal will be reviewed by at least three (3) evaluators. Each of the evaluators will work independently using the evaluation criteria contained in Attachment E. A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The Procurement Section will use the total point scores to convert to rank by each evaluator and then calculate an average rank, for each proposal for all evaluators. The Procurement Section shall present the average rankings to the Director of Recreation and Parks or his/her designee, who will then determine the recommended contract award(s) or the short list of firms recommended to participate in oral discussions.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; $7 \div 2 = 3.5$. Each firm receives a rank of 3.5.

B.32 Terms and Conditions (This section supercedes 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 Proposals for a Florida Statewide Outdoor Recreation Participation Study,
- Scope of Work,
- General Instructions to Respondents (PUR1001), and
- General Conditions (PUR1000).

The DEP objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Note:

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

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**EXHIBIT I
SAMPLE BUDGET**

PROJECT TITLE: _____

Items below to be completed by the Contractor. See instructions on reverse side.

1. PERSONNEL EXPENSES

A. Salaries - (Name/Title/Position)

Hourly Cost (\$)	Hours	Totals (\$)
*		= 0
*		= 0
*		= 0
*		= 0
*		= 0
*		= 0
*		= 0
Total Salaries		= 0
Rate %	Total Sal. App.	Total \$
0.00%	*	0
Total Personnel Expenses (A+B)		= 0

B. Fringe Benefits (Rate% * Total salaries applicable)

2. Supplies

Description	Unit Cost \$	Quantity	Totals \$
	*		= 0
	*		= 0
	*		= 0
	Total Supplies		= 0

3. Equipment

Description	Unit Cost \$	Quantity	Totals \$
	*		= 0
	*		= 0
	*		= 0
	Total Equipment		= 0

4. Travel

Purpose/Destination	Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$
	[]	* []	+	[]	= 0
	[]	* []	+	[]	= 0
	[]	* []	+	[]	= 0
	Total Travel				= 0

5. Contractual

Name or Services	Fee/Rate \$	Hours	Totals \$
	*		= 0
	*		= 0
	*		= 0
	Total Contractual		= 0

6. Miscellaneous

Description	Unit Cost \$	Quantity	Totals \$
	*		= 0
	*		= 0
	*		= 0
	*		= 0
	*		= 0
	Total Miscellaneous		0
	SUBTOTAL (1 thru 6)		0

7. Overhead/Indirect - Base: _____

Rate %	Base \$	Total \$
0.00%	*	0
		= 0
		\$ 0

8. Total Budget

Contractor: _____

Contractor Signature: _____

Date: _____

DEP Project Manager: _____

Date: _____

INSTRUCTIONS

A detailed budget is required for DEP fixed price contracts; however, this form shall also be used for determining the maximum amount needed under cost-reimbursement and fee- schedule contracts as well. For fixed price contracts, this budget form is intended to provide the minimum information needed for budget approval. The DEP reserves the right to require additional information when necessary for approval of the fixed price, and also to require that any part of the project be compensated on a cost-reimbursement basis. Attach a separate sheet to provide an explanation of travel, equipment (especially computers), subcontracts, and other supporting information, and when needed for extra space (use same format and show totals on this form). This form should list the total fixed price to be funded by DEP, or the total project budget when the DEP is to pay a percentage of the project total. Breakdowns by task or phase, or other division of work, should be shown on the separate attachment. The use of this particular form is not a requirement, however any other form or format used should provide, at a minimum, the same information and level of detail.

1. PERSONNEL - A. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. If more space is needed, use a separate sheet to list individual positions and salaries, and show here the total hours for each title or position. Divide annual salaries by 2080 hours, and nine month academic salaries by 1560 hours, to find the hourly rate. B. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations on an attachment.
2. SUPPLIES - List expendable supplies by category description, unit costs and quantity.
3. EQUIPMENT - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail in an attached explanation.
4. TRAVEL - List trips by their purpose and/or destination. Unless travel details are included in the Scope of Services, a separate narrative should be attached. Indicate the number of days for each trip and the per diem. Keep in mind the DEP can only pay for travel at the approved State rate (Section 112.061, Florida Statutes). Use "Fare/Rate" for mileage rate and multiply by "Mileage", or for travel fare and leave "Mileage" blank.
5. CONTRACTUAL - Subcontractors should provide the same information required by this budget form, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount and provide an attached explanation as to how it was determined. Contractual services other than fixed price will be compensated by the DEP on a cost-reimbursement basis.
6. MISCELLANEOUS - List expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature.
7. OVERHEAD/INDIRECT - Indicate the approved overhead/indirect cost rate, the dollar amount of the base to which it is applied, and the resulting total. Identify the base (cost categories) to which the rate is applied on the line indicated.
8. TOTAL BUDGET - Show the total of categories 1 through 7.

ATTACHMENT C
SCOPE OF SERVICES

I. Overview

The Florida Department of Environmental Protection (DEP) Division of Recreation and Parks is undertaking a project to assess Florida residents' and tourists' outdoor recreation participation. The results of the project will be used in the development of the 2013 Statewide Comprehensive Outdoor Recreation Plan. Section 375.021, Florida Statutes, provides DEP with the authority to develop and execute the multipurpose outdoor recreation plan. The main purpose of the plan is to document recreational demand and estimate the need for additional recreation opportunities. The plan is intended to be a broad statewide and regional appraisal of the outdoor recreation needs of Florida and a guide for the development of a diverse, balanced statewide outdoor recreation system.

II. Objective

The object of this project is to quantify Florida residents' and tourists' participation in outdoor recreation activities. The study should address what activities Florida residents have participated in the last 12 months and where they participated, within their home region or outside of their home region (please see regional breakdown in **Exhibit I**). Similarly, the study should address what activities visitors to Florida have participated in the last 12 months and the region they participated in. The study should examine the survey respondents' frequency of participation and willingness to travel to participate in outdoor recreation. In addition, the study should analyze the relationship between the survey respondents' socioeconomic factors and participation in outdoor recreation.

III. Tasks and Deliverables

Task #1 Project Schedule and Methodology

The selected contractor (Contractor) should develop a schedule for the overall project that includes each of the stated deliverables below and a methodology for completing the objectives of the study. At the minimum the methodology should include the sample size, selection of respondents, survey design, survey pretest method and survey implementation process.

Task #2 Development of the Survey

The Contractor should develop a questionnaire designed to assess Florida residents' and tourists' participation in outdoor recreation activities. The Contractor will submit a draft survey questionnaire and work collaboratively with DEP representatives to develop additional questions or make revisions to the survey as necessary to meet the goal of the study. The questionnaire should examine the survey respondent's participation in the activities listed in **Exhibit II** within the last 12 months, location of participation, frequency of participation, willingness to travel to participate in outdoor recreation and a socioeconomic profile.

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Task #3 Pretest of the Survey

The survey instrument should be pretested with a representative sample of Florida residents and tourists. Based upon the results of the pretest, the Contractor should work with DEP representatives to develop additional questions or make revisions to the survey instrument. The pretest should be scheduled to take place before actual data collection takes place. Final approval of the methodology and survey instrument needs to be approved by DEP prior to the data collection.

Task #4 Analysis and Final Report

The Contractor should use a variety of statistical methods for analyzing the data on statewide and regional basis. The Contractor should compile a final report detailing the results with narrative of key findings, a description of the methodology; an introduction; survey methodology, including a discussion of data analysis and statistical procedure; a tabular data report, including survey graphs and tables; statistical regional differences; cross-tabulations; statistical significance levels for cross-tabulations; and trend analyses. In addition to the written report, all data should be provided in hard copy and electronic format in Microsoft Excel 2003.

Deliverable #1: A work plan detailing the methodology and schedule approved by DEP.

Deliverable #2: A survey instrument approved by DEP.

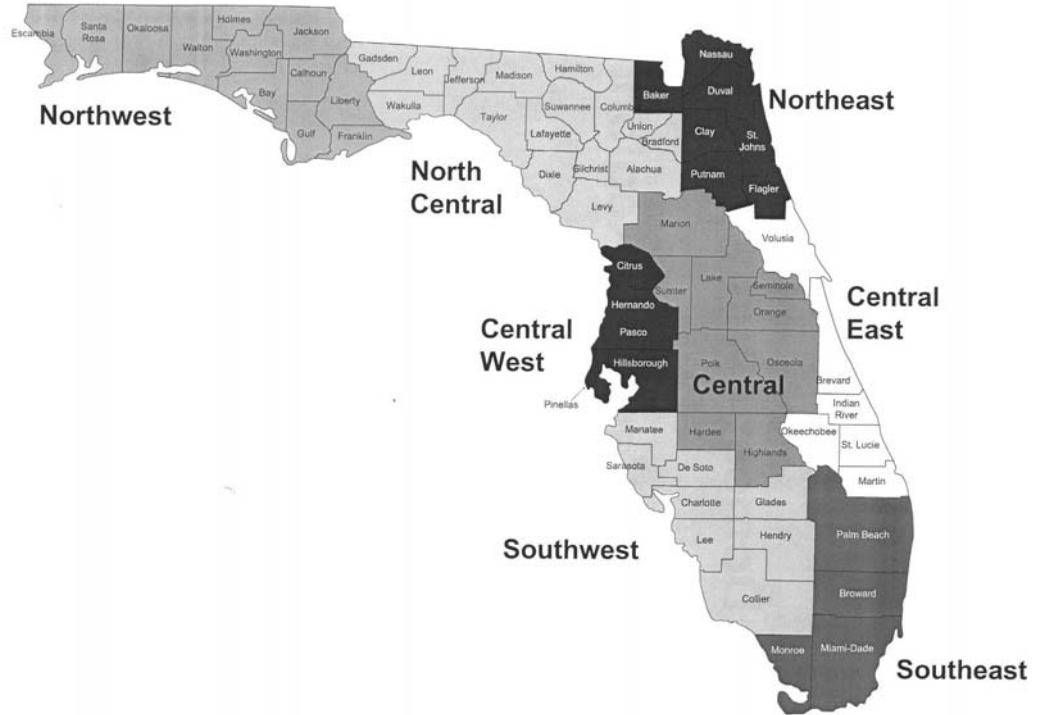
Deliverable #3: Submission of the results of the pretest and approval of the survey instrument by DEP.

Deliverable #4: Submission of a final report as described in Task #4.

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EXHIBIT I

Florida's Eight Outdoor Recreation Planning Regions



Northwest	North Central	Northeast	Central West	Central	Central East	Southwest	Southeast
Bay	Alachua	Baker	Citrus	Hardee	Brevard	Charlotte	Broward
Calhoun	Bradford	Clay	Hernando	Highlands	Indian River	Collier	Miami-Dade
Escambia	Columbia	Duval	Hillsborough	Lake	Martin	De Soto	Monroe
Franklin	Dixie	Flagler	Pasco	Marion	Okeechobee	Glades	Palm Beach
Gulf	Gadsden	Nassau	Pinellas	Orange	St. Lucie	Hendry	
Holmes	Gilchrist	Putnam		Osceola	Volusia	Lee	
Jackson	Hamilton	St. Johns		Polk		Manatee	
Liberty	Jefferson			Seminole		Sarasota	
Okaloosa	Lafayette			Sumter			
Santa Rosa	Leon						
Walton	Levy						
Washington	Madison						
	Suwannee						
	Taylor						
	Union						
	Wakulla						

EXHIBIT II

Below is a list of activities to be included in the resident and tourist questionnaire.

1. Saltwater Beach Activities
2. Freshwater Beach Activities
3. Outdoor Swimming Pool Use
4. Saltwater Boat Fishing
5. Saltwater Non-Boat Fishing –Pier, Jetty or Catwalk
6. Saltwater Shoreline Fishing
7. Freshwater Boat Fishing
8. Freshwater Non-Boat Fishing – Pier, Jetty or Catwalk
9. Freshwater Shoreline/Bank Fishing
10. Saltwater Boat Ramp Use
11. Freshwater Boat Ramp Use
12. RV/Trailer Camping
13. Tent Camping
14. Picnicking
15. Horseback Riding
16. Horseback Camping
17. Nature Study
18. Hiking
19. Bicycle Riding on Paved Roads/Trails
20. Bicycle Riding on Un-Paved Roads/Trails
21. Canoeing/Kayaking
22. Visiting Historical or Archeological Sites
23. Hunting
24. Sport Shooting
25. Golfing
26. Outdoor Tennis
27. Baseball or Softball
28. Football
29. Soccer
30. Outdoor Basketball
31. Geocaching
32. Off Highway Vehicle Use
33. Wildlife viewing

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ATTACHMENT D
CLIENT REFERENCE FORMS

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

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

The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the **prime contractor, during the last five (5) years (contracts in effect during or after August 2005) for use in the evaluation of Past DEP Performance, if applicable.**

Projects that the respondent has completed for organizations that are listed as subcontractors in their response **may not** be used as past performance references under this solicitation. Projects that have been completed for organizations are currently parent or subsidiary companies to the respondent **may not** be used as past performance references under this solicitation.

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

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

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

Note: The respondent may include projects conducted under continuing contracts, but the dates shown must be the dates of a completed project, not the dates of the ongoing contract. The Project Performance Period dates must verify that the project has been completed.

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Client #1

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format and must verify that PROJECT has been completed.

Location of Project: _____

Brief description of the services performed for this project:

Client #2

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format and must verify that PROJECT has been completed.

Location of Project: _____

Brief description of the services performed for this project:

--

Client #3

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format and must verify that PROJECT has been completed.

Location of Project: _____

Brief description of the services performed for this project:

--

Client #4

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format and must verify that PROJECT has been completed.

Location of Project: _____

Brief description of the services performed for this project:

Client #5

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format and must verify that PROJECT has been completed.

Location of Project: _____

Brief description of the services performed for this project:

--

**ATTACHMENT E
EVALUATION CRITERIA**

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
I. Acknowledgement Form					
II. Technical Response					
A. Executive Summary ¹	4	X	4	=	16
B. Company Background ¹	4	X	4	=	16
C. Project Work Plan					
1. Description of Tasks and Deliverables ¹	4	X	8	=	32
2. Methods ¹	4	X	8	=	32
3. Project Schedule/Milestones ¹	4	X	8	=	32
D. Qualifications and Experience					
1. Qualifications of Personnel/Subcontractors ¹	4	X	6	=	24
2. Experience of Personnel with Similar Projects ¹	4	X	4	=	16
E. Project Management ¹	4	X	4	=	16
F. Cost ²	76	X	1	=	76
G. Past Performance References ³					
1. Client #1 ³	20	X	1	=	20
2. Client #2, DEP if applicable ³	20	X	1	=	20
H. Subcontractor Documentation Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.					
Total Numerical Rating ⁴					300

Notes:

- 1 Evaluation points awarded for these components will be based on the following point structure:

Score

0	=	This element of the evaluation criteria was not addressed
1	=	Unsatisfactory
2	=	Average
3	=	Above Average
4	=	Superior

- 2 The respondent submitting the lowest total cost for both tasks will receive the maximum points for the cost element of the evaluation. The other respondents' scores will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent.
- 3 References: The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. Another reference will not be selected as a replacement for a non-responding reference. The DEP will not attempt to correct incorrectly supplied information. Failure to provide the required information for three (3) separate and verifiable in the spaces provided on Attachment D; or failure to provide the required information shall result in the respondent receiving a score of zero for the Past Performance section of the evaluation criteria.
- 4 Failure of the respondent to provide any of the information required in the technical response portion of the RFP response shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost, which will result in the response being deemed non-responsive and therefore rejected.

SAMPLE EVALUATION CRITERIA SCORESHEET

	Maximum Raw Score Possible	Raw Score		Weight Factor		Maximum Points Possible
I. Acknowledgement Form						
II. Technical Response						
A. Executive Summary ¹	4		X	4	=	
B. Company Background ¹	4		X	4	=	
C. Project Work Plan						
1. Description of Tasks and Deliverables ¹	4		X	8	=	
2. Methods ¹	4		X	8	=	
3. Project Schedule/Milestones ¹	4		X	8	=	
D. Qualifications and Experience						
1. Qualifications of Personnel/Subcontractors ¹	4		X	6	=	
2. Experience of Personnel with Similar Projects ¹	4		X	4	=	
E. Project Management ¹	4		X	4	=	
F. Cost ²	76		X	1	=	
G. Past Performance References ³						
1. Client #1 ³	20		X	1	=	
2. Client #2, DEP if applicable ³	20		X	1	=	
H. Subcontractor Documentation Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.						
Total Numerical Rating⁴						

Notes:

- 1 Evaluation points awarded for these components will be based on the following point structure:

Score

0	=	This element of the evaluation criteria was not addressed
1	=	Unsatisfactory
2	=	Average
3	=	Above Average
4	=	Superior

- 2 The respondent submitting the lowest total cost for both tasks will receive the maximum points for the cost element of the evaluation. The other respondents' scores will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent.
- 3 References: The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. Another reference will not be selected as a replacement for a non-responding reference. The DEP will not attempt to correct incorrectly supplied information. Failure to provide the required information for three (3) separate and verifiable completed projects in the spaces provided on Attachment D; or failure to provide the required information shall result in the respondent receiving a score of zero for the Past Performance section of the evaluation criteria.
- 4 Failure of the respondent to provide any of the information required in the technical response portion of the RFP response shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost, which will result in the response being deemed non-responsive and therefore rejected.

Evaluation Questionnaire for Past Performance

Respondent's Name: _____

Client's Name: _____

Contact Person: _____

Reviewer Code: _____ Date: _____

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? _____
Satisfactory = 2 points; Unsatisfactory = 0 points

3. Was the job completed within the proposed or agreed upon price? _____
Yes = 2 point; No = 0 points

4. Were the contractor's personnel knowledgeable of the type service contracted for, coordinated and efficient? _____
Yes = 2 point; No = 0 points

5. Was the contractor responsive to suggestions, comments or modifications regarding work plan, reports or projects? _____
Yes = 2 points; No = 0 points

6. Was the contractor successful in providing a finished product ? _____
Yes = 2 point; No = 0 points

7. How would you rate the overall quality of the contractor's work? _____
Excellent = 4 points; Above Satisfactory = 3 point; Satisfactory = 2 points; Below Satisfactory = 0 points

8. Did the contractor provide adequate and timely responses to information requests? _____
Yes = 2 point; No = 0 points

9. Were the contractor's reports and invoices accurate, well documented and submitted within the agreed upon terms? _____
Yes = 2 point; No = 0 points

10. Would you utilize this contractor again? _____
Yes = 2 points; No = 0 points

Total Score _____

Reference's Signature: _____

DATE _____

**ATTACHMENT F
CERTIFICATION OF DRUG-FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses 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 response 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 responses 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 response 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 response, 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 G

RESPONDENT/SUBCONTRACTOR SUMMARY FORM

TEAM IDENTIFICATION (To Be Completed By The Respondent.)

As Respondent to DEP Solicitation No. 2011005C, 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.]

NOTE: For each intended subcontractor listed below, a subcontractor Letter of Commitment must be submitted as specified in the solicitation, stating the subcontractor's intent to perform work or provide services for the Respondent in order for the subcontractor to be considered by the Department of Environmental Protection for this solicitation. Failure to provide a Letter of Commitment from an intended subcontractor shall result in that intended subcontractor's qualifications not being considered by the Evaluators.

	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	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	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. 2011005C, 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.

**ATTACHMENT H
RFP RESPONSE CHECKLIST**

To ensure that your response package can be accepted, please be sure the following items are fully completed and enclosed for each set of responses::

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 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. 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 Contact Information?

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

2. _____ Technical Response (See Attachment B, Section B.30) which addresses the following subjects:

- a. Executive Summary;
- b. Company Background;
- c. Project Work Plan;
- d. Qualifications & Experience;
- e. Project Management;
- f. Cost/Price; and
- g. Past Performance (must use pages provided as Attachment D).

See Attachment B, Section B.30 for further information.

3. _____ State Project Plan, which addresses the following

- a. Diversity;
- b. Environmental Considerations;
- c. Certification of Drug Free Workplace (complete and sign Attachment F, if applicable)
- d. Use of RESPECT; and
- e. Use of PRIDE

4. _____ Respondent/Subcontractor Summary Form - Attachment G. List the name of the respondent(s), any intended subcontractor, and indicate the business category for each firm listed.

5. _____ Submitted letters demonstrating subcontractor arrangement (See Attachment B, Section B.30). Such letters must be written on the intended subcontractor's letterhead and must include the DEP Solicitation Number (2011005C), the project title (Florida Statewide Outdoor Recreation Participation Study), including a clear agreement to provide services to the respondent's company. **Failure to submit a letter of commitment from an intended subcontractor identified in the response shall result in the disallowance of the qualification and experience of that subcontractor from consideration in the evaluation process.**

6. _____ Four (4) copies (one (1) original and three (3) copies) of the entire response must be submitted to the DEP in accordance with Attachment B, Section B.6. One (1) copy of the response shall bear original signatures and be marked as the "Original".

This checklist (Attachment H) 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.

ATTACHMENT I

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2011005C, 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 complete a Florida Statewide Outdoor Recreation Participation Study.

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 complete a Florida Statewide Outdoor Recreation Participation Study as outlined in DEP Solicitation No. 2011005C and the Contractor's response thereto, incorporated herein by reference, and in accordance with Exhibit *, Scope of Services (see Attachment C), attached hereto and made a part hereof. 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. 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 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 or materials necessary to perform these services, or requirements as further state 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 until May 31, 2011, inclusive. 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.
5.
 - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed price basis in the amount of \$_____.
 - B. The Contractor shall submit a total of two invoices to the Department. One invoice will be submitted at the completion of each task. All travel and incidental expenses are included in the fixed price amount of this Contract. Each invoice shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice must be submitted no later than thirty days after the completion date of the Contract in order to assure the availability of funding for final payment. The Department shall have 30 calendar days from receipt of all deliverables (partial and/or final) submitted under the Contract to review and approve/disapprove the deliverables. Only when deliverables are approved, shall the Department inspect the invoice for payment. **Exhibit I**, Subcontractor Utilization Report Form shall be completed and submitted with the invoice. Failure to

provide Exhibit I with the invoice shall result in a delay in processing the invoice for payment until such time as the appropriate information is provided to the Department.

6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.
8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850-245-2361.
9. 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, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.
10. 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 11.

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

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

12. 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
13. 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.
14. 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. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract, *with the exception of those subcontractors identified in the prospective contractor's response*, without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at 850-487-0915.
24. 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/>

25. 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

26. 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 and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
27. 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'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 Procurement Administrator and shall reference the DEP Contract Number.
28. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Contract.
29. 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. Failure to perform by a Contractor's subcontractor shall not constitute a force majeure event.

30. 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.
31. All tracings, plans, specifications, maps, computer files and or reports prepared or obtained under this Contract, as well as data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said documents(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contractor at any.
32. 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. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
33. 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.
34. 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. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
35. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The 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, 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 reprocurement costs from the Contractor in addition to all outstanding fees.
CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

36. 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

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: _____

By: _____
Secretary or designee

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	I	Subcontractor Utilization Report Form (3 pages)
Exhibit	*	Scope of Services (See Attachment C of DEP Solicitation No. 2011005C)

EXHIBIT I

SUBCONTRACTOR UTILIZATION REPORT FORM

DIRECTIONS:

Contractors working for the Florida Department of Environmental Protection (DEP) **must complete and submit this attachment with each invoice submitted for payment.** Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone 850-245-2361.

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																							
		STATE NON-MINORITY BUSINESS CLASSIFICATIONS							STATE CERTIFIED MBE					STATE REGISTERED MBE				STATE NON-PROFIT MBE ORG							
		NON-MINORITY (A)	SMALL BUSINESS -- STATE (B)	SMALL BUSINESS - FEDERAL- (C)	MINORITY BUSINESS ENTERPRISE - FEDERAL (D)	GOVERNMENTAL AGENCY (E)	NON-PROFIT ORGANIZATION ((F)	P.R.I.D.E. (G)	SERVICE-DISABLED VETERAN (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	SERVICE-DISABLED VETERAN (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	SERVICE-DISABLED VETERAN (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																								

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																							
		STATE NON-MINORITY BUSINESS CLASSIFICATIONS						STATE CERTIFIED MBE					STATE REGISTERED MBE				STATE NON-PROFIT MBE ORG								
		NON-MINORITY (A)	SMALL BUSINESS -- STATE (B)	SMALL BUSINESS - FEDERAL - (C)	MINORITY BUSINESS ENTERPRISE - FEDERAL (D)	GOVERNMENTAL AGENCY (E)	NON-PROFIT ORGANIZATION ((F)	P.R.I.D.E. (G)	SERVICE-DISABLED VETERAN (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	SERVICE-DISABLED VETERAN (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN (R)	SERVICE-DISABLED VETERAN (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																								

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided on the preceding page(s) is accurate as of the last day of the payment period identified on this form.

(Signature)

(Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)