



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
2590 EXECUTIVE CENTER CIRCLE EAST, SUITE 100
TALLAHASSEE, FLORIDA 32301
(850)488-6551 TELEPHONE
(850)922-8060 FAX

**TITLE: SOUTHERN BREVARD COUNTY MARKER WORK PLAN
INVITATION TO BID
FWC 15/16-014**

INTENT

The intent of this Invitation to Bid (ITB) is to obtain competitive pricing for labor, equipment and materials to install, remove and repair state manatee protection zone waterway markers that post the location of state-adopted manatee protection zones at the Indian and Banana Rivers within Brevard County, Florida, in accordance with the specifications in this ITB and the Construction Plans in accordance with Chapter 255, F.S.

GENERAL DESCRIPTION

The contractor shall remove, repair or install approximately three hundred and ninety-two (392) regulatory waterway markers to post state manatee protection zones in Brevard County, Florida. There are approximately two hundred and twenty-five (225) signs repairs, ninety-four (94) marker installs, sixty-one (61) marker removals, and twelve (12) marker relocations. All work done on this project shall be done in accordance with the technical specifications and construction plans. All work done on this project shall be done in accordance with the Technical Specifications/Scope of Work, Work Plan (**Attachment D**), and Uniform Waterway Marker Details (**Attachment E**).

All technical specifications and construction plans are located at:

<https://explorer.myflorida.com/>

To access documents at this website, use the following Username and Password:

Username: FWC_Bid_Info

Password: FWCbids1!

Access the folder(s) with this bid number and title to download the associated files.

LICENSURE

Quotes will be accepted from certified general or building contractors if the quote is in the individual's own name or a fictitious name where the individual is doing business as a sole proprietorship. If the bidder is a business organization, including any partnership, corporation, business trust, or other legal entity, or in any name other than the bidder's legal name or a fictitious name where the bidder is doing business as a sole proprietorship, the bidder must be an agent of a qualified construction business organization as required by F.S. 489.119.(2). **A copy of certification or registration shall be provided with submittal of ITB.**

Please Note:

The terms "Contract," "Agreement" and "Purchase Order" are used interchangeably in the document. The terms "Commodities" and "Goods" are used interchangeably in the document.

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INVITATION TO BID ACKNOWLEDGMENT FORM

I HEREBY agree to abide by the provisions in this invitation to bid in accordance with Chapter 255, F.S. and agree to abide by the specifications contained herein.

Contractor _____

Licensure Number _____

Federal Tax ID Number _____

Address _____

City/State/Zip _____ Email _____

Fax _____ Telephone _____

Signature _____ Name (Printed) _____

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 15/16-014

INVITATION TO BID CALENDAR OF EVENTS

(PLEASE NOTE NEW PURCHASING OFFICE LOCATION AND MAILING ADDRESS)

SCHEDULE	DUE DATE	METHOD
Bid Advertised	September 30, 2015	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for Questions	Must be received PRIOR to: October 7, 2015 @ 5:00 p.m.	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	October 14, 2015	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due & Public Bid Opening (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received PRIOR to: October 27, 2015 @ 2:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Anticipated Date of Intended Award	November 2, 2015	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

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**FWC 15/16-014
BIDDER SUBMITTAL CHECKLIST**

The following items are required to be submitted to qualify the Bidder as a “responsive” Contractor to be considered for an award. Failure to submit any of the following documentation may result in a Contractor being declared “non-responsive”.

- _____ Completed & signed Invitation to Bid Acknowledgment Form
- _____ Security Deposit/Bid Guarantee (if total bid exceeds **\$100,000.00**)
- _____ Completed & signed Price Sheet
- _____ Completed & signed References form
- _____ Completed & signed **Attachment B - Certifications and Assurances**
- _____ Licensure

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ESTIMATED BUDGET

The Commission has an estimated budget for this project of **\$350,000.00**.

TERM

The contract will be effective upon issuance of the Purchase Order resulting from this ITB until **June 30, 2016**.

Services shall be completed by the contractor by **June 30, 2016**. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Contract Manager, upon review of the extension request, will determine and approve if the extension can be made. The extension date shall not go beyond the term end date of **June 30, 2016**, without prior approval of the Procurement Manager.

DEADLINE FOR QUESTIONS

Any questions from contractors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received **no later than 5:00 pm October 7, 2015**. Questions may be sent via e-mail or hard copy by mail. It is the responsibility of the contractor to confirm receipt of questions if needed.

All Questions shall be directed to:

Ashley Balkcom, Procurement Manager
Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
2590 Executive Center Circle
Tallahassee, Florida 32301
Phone: (850) 488-6551
Fax: (850) 922-8060
ashley.balkcom@myfwc.com

FWC CONTRACT MANAGER

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

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

CONDITIONS AND SPECIFICATIONS

The contractor is required to carefully examine the conditions and specifications of this ITB and to be thoroughly informed regarding any and all requirements of the conditions and specifications. The Contractor is required to have a copy of these ITB specifications with him/her at all times while on the construction site.

TERM AND CONDITIONS

The Commission objects to and shall not consider any additional terms or conditions submitted by a Contractor, including any appearing in documents attached as part of a Contractor's response. In signing and submitting the Invitation to Bid Acknowledgement form, a Contractor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect on the terms contained herein. Failure to comply with terms and conditions, including those specifying information that must be submitted with a ITB, shall be grounds for rejecting a bid.

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

ITB DUE

Bids for this project are due by **2:00 p.m., Eastern Standard Time, October 27, 2015**. **ITBs RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

ITB OPENING LOCATION

The public opening of this ITB will be conducted at **2:00 p.m., Eastern Standard Time, October 27, 2015**, at the Florida Fish and Wildlife Conservation Commission, Tallahassee Purchasing Office, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida, 32301. **ITBs RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid documents or the attendance at any related meeting or bid opening. If accommodations are needed because of a disability, please contact the Tallahassee Purchasing Office at (850) 488-6551 at least three (3) workdays prior to the opening.

SECURITY DEPOSIT/BID GUARANTEE

On projects where the base bid and sum of all additive alternates exceeds **\$100,000.00**, bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the bid, which may be a Bid Bond or Irrevocable Letter of Credit. The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond. Such Bid Bond or Letter of Credit shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a written contract with the Commission in accordance with the form of agreement included as a part of the Contract Documents, and that the required Performance Bond and Labor and Material Payment Bond will be given; and that in the event of the withdrawal of said bond within said period, or failure to enter into said Agreement and give said bonds in accordance with the General Conditions of the Contract, the Bidder shall be liable to the Commission for the full amount of the bid guarantee as representing the damage to the Commission on account of the default of the Bidder in any particular hereof. The Bid Bonds or letter of credit shall be returned to all except the apparent lowest two (2) qualified bidders after the formal opening of bids. The remaining Bid Bonds or letters of credit will be returned to the two lowest bidders after the Commission and the accepted bidder have executed the Agreement and the Performance Bond and Labor and Material Payment Bond have been approved by the Commission. If the required Agreement and Bonds have not been executed within sixty (60) calendar days after the date of the opening of the bids, then the Bid Bond or letter of credit of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.

MAILING INSTRUCTIONS (PLEASE NOTE NEW LOCATION AND MAILING ADDRESS)

All ITBs shall be submitted in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida 32301. **THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: ITB NUMBER, DATE AND TIME OF THE ITB OPENING. THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.**

PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES, SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT IN ATTEMPTED DELIVERY PRIOR TO OPENING, OR AFTER CLOSING, AND THE

COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.

REFERENCES

Each Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the bid package.

LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD

Bidders 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, (Note the 72 hour posting period excludes Saturdays, Sundays, and state holidays) any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

BIDDER SPECIFICATION INQUIRIES

If the specifications of this Invitation to Bid (ITB) could restrict potential Bidder competition, the Bidder has 72 hours within which to request to the Commission that the specification(s) be changed. The Contract Administrator must receive the written request within 72 hours after the posting date of the ITB.

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

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

It is up to the bidder to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Bid packet information may also be requested from The Commission's Purchasing Section by calling (850) 488-6551 or by FAXING a request to (850) 922-8060. Please have bid number and Bidder information available when requesting any information.

CONTRACTOR REGISTRATION

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

Transaction Fee. Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

VERBAL INSTRUCTION PROCEDURE

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

ADDENDA

If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any contractor questions during the ITB period an addendum shall be issued. **Each Contractor is responsible for monitoring the Vendor Bid System site for new or changing information relative to this ITB.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Contractor's failure to obtain the information made available through the Vendor Bid System. The Vendor Bid System can be reached at the following internet address: http://vbs.dms.state.fl.us/vbs/main_menu.

CHAPTER 255, F.S. COMPLIANCE

The Contractor ultimately selected for this contract must warrant that they have the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible contractor, and that the Contractor shall comport with Chapter 255, F.S., and all other applicable rules and laws.

INSPECTION PRIOR TO AWARD

The Commission reserves the right to inspect the prospective Contractor's materials and experience prior to making an award of the Contract. If the Contract Manager determines the Contractor that has submitted the lowest bid does not have sufficient experience, equipment, etc. to meet the specifications of this ITB, the Commission reserves the right to reject the Contractor and to evaluate the next lowest Contractor.

AWARDED ITB

The Commission will award the ITB to the responsive, responsible contractor which submits the lowest base price and any alternate prices accepted by the FWC. If deemed necessary, an interview with the contractor by the Contract Manager may be required before the ITB is awarded.

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

REJECTION OF BIDS

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

DELIVERABLES

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

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

MONITORING

The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Scope of Work.

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

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

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

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

STOP WORK ORDER

The Commission's Contract Manager or his designated representative has the right to stop work if the work is not being completed as specified. Work shall not renew until the deficiency or deficiencies are corrected.

FINANCIAL CONSEQUENCES

If the Contractor materially fails to comply with the terms and conditions of this ITB, including any Federal or State statutes, rules or regulations applicable to this ITB, the Commission shall take one or more of the following actions, as appropriate for the circumstances:

- a. Temporarily withhold payments pending correction of the deficiency by the Contractor
- b. Reduction of payment if correction of deficiency is not made by the Contractor.
- c. Disallow all or part of the cost of the activity or action not in compliance.
- d. Request refund of previously disbursed payments.
- e. Wholly or partly suspend or terminate this agreement.
- f. Withhold future awards for the FWC projects.
- g. Take other remedies that may be legally available.

FAMILIARITY WITH LAWS

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

ADDITIONAL LEGAL REQUIREMENT

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

LIQUIDATED DAMAGES

The Contractor recognizes that time is of the essence in completing the project described herein. If the Contractor fails to complete the work or the conditions of the contract and/or amendments by the completion date, the Commission shall deduct from any amount due and payable to the Contractor, as liquidated damages, an amount up to **\$100.00** per calendar day. All liquidated damages assessed after the agreed work completion date will include every day of the week (weekdays and weekends). If project work is not completed and approved by the Contract Manager on or before the completion date, then liquidated damages shall be imposed by the Commission at its sole discretion. Extensions of the project completion date may be permitted only if a delay is attributable to circumstances that are clearly beyond the control of the Contractor, and any extension shall be at the sole discretion of the Commission. The burden of proof of unavoidable delay shall rest with the Contractor, shall be supplied in a written form and submitted to the Contract Manager and shall be clear and convincing. Should the successful bidder fail to complete the project in a timely manner, FWC specifically reserves the right to declare breach, as well as, the right to impose liquidated damages.

DAMAGES TO STATE PROPERTY

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

Should any historical or cultural artifacts be uncovered during construction activities the Contractor shall immediately halt construction within that area and notify the Contract Manager. **Please note:** The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

MISCELLANEOUS

No firearms, alcohol or illegal substances are allowed on any Commission project site. Neither the Contractor nor any of its employees may possess firearms or alcohol while on the job site. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while within the project area.

PERFORMANCE BOND

A Performance Bond shall be required from the Contractor by the Commission for this project. Prior to commencing any work, and within ten (10) calendar days after issuance of a purchase order, the Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the total contract price to ensure full and complete performance of the contract to the Procurement Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the ITB number and purchase order number or contract number assigned to the project by the Commission, and a description of the property being improved with a general description of the project. **Please note:** A Notice to Proceed will not be issued until after the required bonds have been received. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the State's approved contractor list for future solicitations.

The Bond shall be issued from a reliable Surety Company licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date of the bond.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance Bond. The cost of the Performance Bond shall be borne by the Contractor

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

LABOR AND MATERIAL PAYMENT BOND

A Labor and Material Payment Bond shall be required from the Contractor by the Commission for this project. Prior to commencing any work, and within ten (10) calendar days after issuance of a purchase order, the Contractor shall furnish a Payment Bond in the amount of twenty percent (20%) of the total Contract Price to ensure full and complete payment of the Contract. The Payment Bond shall be sent to the Procurement Manager. The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. **Please note:** A Notice to Proceed will not be issued until after the required bonds have been received. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the State's approved contractor list for future solicitations.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original Labor and Material Payment Bond. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Labor and Material Payment Bond shall be borne by the Contractor.

SUBCONTRACTS

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

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

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

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

INSURANCE REQUIREMENTS

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

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

employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

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

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

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

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

NOTICE TO PROCEED

A Purchase Order will be issued following the official award date. Prior to proceeding, the Contractor will receive a "Notice to Proceed" from the Commission Contract Manager. The Notice to Proceed will not be issued until after the Contractor receives the Purchase Order Contract, furnishes the Commission's Procurement Manager with insurance documentation, bonds and all permitting is in place.

CHANGE ORDER

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

TERMINATION

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

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

Termination - Funds Unavailability. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not

reallocate funds appropriated for this Contract to another program thus causing “lack of funds.” In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

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

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

ELIGIBILITY

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

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible contractor, and that the Contractor shall comport with Chapter 255 and Chapter 287, F.S., and all other applicable rules and laws.

RELATIONSHIP OF THE PARTIES

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

PROHIBITION OF UNAUTHORIZED ALIENS

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

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

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

DISCRIMINATION

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

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

PUBLIC ENTITY CRIMES

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

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

Certifications and Assurances. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as **Attachment B**. This includes the Certification Regarding Public Entity Crimes.

CONTRACT RELATED PROCUREMENT

PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same

manner and under the same procedures set forth in Subsections 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 above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection [413.035\(2\)](#), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), 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 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>.

Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

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

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of **Attachment B, "Certifications and Assurances."** This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

COMMITMENT OF FUNDS

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

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this ITB is specifically limited to the Contractor's bid price accepted by the Commission, and to the specific procedure for payment established in this ITB and the Purchase Order executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the bid price paid for the work specifically described in the Scope of Work, which work is actually accomplished and invoiced by the Contractor subsequent to the Commission's notice to proceed (or other notice to begin work). Thus the Commission is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this ITB, including but not limited to

equipment or personnel procured by the Contractor in anticipation of such work. The Commission is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this ITB including, but not limited to, those resulting from a “force majeure”.

INVOICING

The Contractor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services as expressed in writing by the Contract Manager. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order/contract number and the contractor's Federal Employer Identification Number or Social Security Number as well as dates of service. **FAILURE TO SUPPLY INVOICE WHICH PROPERLY CORRESPONDS TO THE PURCHASE ORDER/Written AGREEMENT, MAY DELAY THE CONTRACTOR PAYMENT PROCESS.** The Commission may request additional documentation necessary to review and process the invoice. All invoices shall be submitted to the Contract Manager.

ELECTRONIC FUNDS TRANSFER (EFT)

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

AUTOMATED CLEARING HOUSE (ACH)

To make transaction fee payments, contractors can register for debit ACH at http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. **Note:** Registering for ACH can take up to fourteen (14) days.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless ITB specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-3323. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than thirty five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

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

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

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

RECORD KEEPING REQUIREMENTS

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

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

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission’s request.

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

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

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

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

shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

INDEMNIFICATION.

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

INTELLECTUAL PROPERTY RIGHTS

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

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

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

CONFIDENTIALITY/PUBLIC RECORDS LAW

Bidders are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or thirty (30) days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Bidder of all public records requests received related to documents provided by the Bidder that were marked pursuant to this paragraph. In no event shall the Bidder hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

SECURITY AND CONFIDENTIALITY

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in the Scope of Work. 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. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 255 and Chapter 287 of the Florida Statutes and Chapter 60A-1 and Chapter 60D of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

PROHIBITION AGAINST LOBBYING

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

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

SEVERABILITY AND CHOICE OF VENUE

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

JURY TRIAL WAIVER

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

CERTIFICATE OF CONTRACT COMPLETION

The Contractor will be required to complete a Certificate of Contract Completion Form, **Attachment C**, when all work has been completed and accepted. This form must be submitted to the Commission

Contract Manager with the Contractor's final invoice for payment to be authorized. The Contract Manager shall supply copies of these forms to the Contractor upon request. The Contract Manager shall submit the completed form with the invoice to the Commission's Accounting Services.

FLORIDA EMERGENCY SUPPLIER NETWORK

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

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

http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

Please provide the following information for our records on the ownership of your firm (at least fifty one percent (51%) owned or controlled).

- | | | |
|-------------------|------------------|-------------------------|
| 1. _____Caucasian | 3. _____Hispanic | 5. _____Native American |
| 2. _____Black | 4. _____Asian | 6. _____Women |

A copy of the bid tabulation sheet may be provided upon receipt of a written request and a self-addressed stamped envelope.

By Commission policy, a ITB is considered "closed" (or sealed) - and no information will be provided by phone or in person until it is opened and awarded OR thirty (30) days following the ITB opening date, beginning count the day after the opening - whichever comes first. See 60A-1.002(13) Administrative Code, and 120.57(3) (a), F.S.

The Commission reserves the right to reject any and all quotations, and to waive any minor irregularities or technicalities in an otherwise valid ITB.

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FWC 15/16-014
REFERENCES

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

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

CONTRACTOR NAME

AUTHORIZED SIGNATURE

FWC 15/16-014
TECHNICAL SPECIFICATIONS

INTENT

The contractor shall remove, repair or install approximately three hundred and ninety-two (392) regulatory waterway markers to post state manatee protection zones in Brevard County, Florida. There are approximately two hundred and twenty-five (225) signs repairs, ninety-four (94) marker installs, sixty-one (61) marker removals, and twelve (12) marker relocations. Please see waterway marker work plan (**Attachment D**) for complete repair and install quantities. Please see below technical specifications for more details.

The following technical specifications cover the work to be performed involving all types of waterway markers involved in this contract. FWC will issue a Purchase Order detailing the services required and the established schedule for completion. Work under this contract will be limited to the work specified in a Work Plan. The Vendor shall complete all construction in accordance with the Work Plan, per the technical specifications and detail drawings.

All technical specifications and construction plans are located at:

<https://explorer.myflorida.com/>

To access documents at this website, use the following Username and Password:

Username: FWC_Bid_Info

Password: FWCbids1!

Access the folder(s) with this bid number and title to download the associated files.

Unless otherwise stated in the Work Plan, FWC will provide all sign panels, aids to navigation and/or buoys associated with the project (with the exception of hardware associated with buoy installation – such as cable, anchor system, clamps, eyes and thimble as well as the piles, cross members and hardware associated with sign panel installation).

PILES

• **TYPES**

1. **Treated Wood Timber Piles:** Standard treated wood timber piles shall be at least 10” in diameter unless otherwise indicated. For salt or brackish water applications, the timber piles shall be pressure treated with Chromated Copper Arsenate (2.50), and for freshwater applications, the timber piles shall be pressure treated with Chromated Copper Arsenate (0.80), Alkaline Copper Quaternary (0.80), or Ammoniacal Copper Zinc Arsenate (1.0). Piles shall be carefully handled with no sudden dropping, breaking of outer fibers, bruising, or penetration of the surface with tools. Bolt holes shall be bored 1/8” larger than the diameter of the bolt. Any piles which require excessive bending in order to frame properly shall be withdrawn and reinstalled to the proper batter. Piles shall not be installed and then pulled into position. Minor adjustment (less than three-degrees to vertical) is allowed after pile installation; however, the Vendor is fully responsible to ensure soil has settled around the pile so that no listing will occur. Piles damaged, not located in the proper location, or driven out of alignment shall be withdrawn and replaced by new piles or shall be cut off at the mud-line and additional piles installed as directed, all without additional cost to the FWC. When installing more than one (1) pile per marker installation, the pile tops shall be cut to equal height (± 1 ”). The maximum permissible deviation for piles out of plumb or off batter shall be two-percent (2%) of the pile length, and the pile spacing will vary no more than 6” from the spacing specified in the Marker Details.

2. **Composite Piles:** Composite piles shall be brown in color and at least 8" in diameter unless otherwise indicated in the Work Plan. Piles shall be carefully handled with no sudden dropping, breaking of outer fibers, bruising, or penetration of the surface with tools. Bolt holes shall be bored 1/8" larger than the diameter of the bolt. Any piles which require excessive bending in order to frame properly shall be withdrawn and reinstalled to the proper batter. Piles shall not be installed and then pulled into position. Piles shall not be installed by excavating then backfilling and compacting. Minor adjustment (less than three-degrees to vertical) is allowed after pile installation; however, the Vendor is fully responsible to ensure soil has settled around the pile so that no listing will occur. Piles damaged, not located in the proper location, or driven out of alignment shall be withdrawn and replaced by new piles, if necessary, or shall be cut off at the mud-line and additional piles installed as directed, all without additional cost to the FWC. When installing more than one (1) piling per marker installation, the pile tops shall be cut to equal height (± 1 "). The maximum permissible deviation for piles out of plumb or off batter shall be two-percent (2%) of the pile length, and the pile spacing will vary no more than 6" from the spacing specified in the marker details.

Composite piles must meet or exceed the deflection of a standard treated timber at least 10" in diameter. Piles shall be strong enough to be driven to the highest level of resistance, and documentation of the manufacturer's specifications and warranty will be provided to FWC with submittal of Marker Records.

3. **Long Piles:** Piles longer than 25' may be needed to meet pile installation specifications above due to water depth. There also may be instances where a larger diameter pile than specified above is required for a particular application. In these cases, the Vendor will be reimbursed for the additional cost of piles longer than 25' or of larger diameter upon certifying that the piles were installed in accordance with the Work Plan and upon submission of the actual invoices. When handling and driving long piles of a high slenderness ratio, the Vendor shall take special precautions to ensure against overstress or leading away from plumb or true position when driving.
4. **4" x 4" Post:** Pressure treated timber 4" x 4" size posts shall be secured within the land surface and affixed with no more than two (2) sign panels generally no larger than 3' x 4' (and, perhaps, up to two (2) auxiliary signs). If needed, the posts may require securing into the ground using at least one (1) bag of cement (80#) per post. If the posts are being removed, sign panels and associated materials, as well as any material used to secure the posts into the surface, must also be removed. Any holes will be filled with dirt or sand compatible with the adjacent surface.
5. **Pile Wrap:** Application of high density polyethylene wrap to wooden piles. Wrap shall be a minimum of .030" in thickness. The wrap shall be purchased and installed by the Vendor according to the manufacturer's recommendations for the specific water depth pile is located covering the pile surface area to include both the mean low and high water lines. Prior to applying wrap to pile, the pile which is soiled with fecal matter, marine residue, mold, mud, or other matter will be thoroughly cleaned. The wrap shall be installed using 1-1/4" stainless steel ring-shank roofing nails every 2" along the seam.

- **INSTALLATION STANDARDS**

1. **Pile Driving Equipment:** Pile-driving equipment shall be of a size and type to deliver consistently effective dynamic energy suitable for the type and capacity of the piles to be driving and the material into which they are to be driven. If using composite piles, installation shall be in accordance with manufacturer's specifications.

2. **Pile Driving:** Punching or drilling holes will be allowed when necessary to permit piles to pass through those strata and reach required penetration. Blasting of holes for the piles is not permitted. The Vendor shall drive all piles continuously and without voluntary interruption. After driving and back-driving, the Vendor shall cut piles at the cutoff grade line, and the surplus material shall be removed from the work site. Any piles requiring excessive bending in order to frame properly shall be withdrawn and re-driven to the proper batter. Driving batter piles vertically and then pulling them into position is not permitted. Piles shall not be installed by excavating then backfilling and compacting. Minor adjustment (less than 3° to vertical) is allowed after pile installation; however, the Vendor is fully responsible to ensure soil has settled around the pile so that no listing will occur. Piles damaged, not located in the proper location, or driven out of alignment shall be withdrawn and replaced by new piles or shall be cut off at the mud-line and additional piles installed as directed, all without additional cost to the FWC.

Water jets may be used in driving piles; however, all jetted piles shall be driven for the final five (5) feet of penetration, unless otherwise directed by the FWC. Where jetting takes place, at least two (2) jets shall be used.

As indicated in the details, piles shall penetrate at least eight (8) feet of sand and/or shell, or at least ten (10) feet or more of mud, as appropriate, to support the marker. If rock is encountered, pre-drilling of the pile hole and/or a pile shoe may be required at no additional cost to the FWC. If an auguring or punching method is deemed necessary to install a pile into rock or hard substrate, the method must first be approved by the FWC. If these methods require grouting, the materials and methodology must also be approved by the FWC. Piles shall not be connected or joined together to lengthen.

Unless otherwise indicated in the Work Plan, all installations include sign panel(s), cross members, pile cap(s) and reflective white tape. Sign or pile assemblies not completed at the end of each work day must be marked and made visible to day and nighttime waterway traffic with at least one reflective tape band. However, no more than two (2) pile assemblies (single or double) may be left unfinished at the end of each work day.

The Vendor is to verify water depths and bottom types at all work locations and note in the Marker Records. Depth information (if provided) is approximate and does not reflect tidal fluctuations.

3. **Pile Caps:** Unless otherwise indicated, marker installations identified in the Work Plan, whether new or modified, are required to be capped with plastic pointed black caps attached with a minimum of four (4) 1.5" stainless steel screws (or FWC pre-approved equivalent) and be even with the top edge of the sign to $\pm 6"$. The cap shall fit the pile naturally without having to modify the pile cap in any fashion to forcefully fit the pile diameter (e.g. splitting a cap to fit a larger diameter pile than the cap was designed to fit).
4. **Reflective Tape on Piles:** The Vendor shall supply two (2) 6" wide bands of 3M diamond grade white very high intensity prismatic reflective tape with pressure sensitive backing and place them around each pile with a minimum of a 1" lap (the entire 6" width of the tape), with the first band installed 6" from the bottom of the sign and the second band 8" below the bottom of the first band. If the tape is delaminated, cracked, checked, weathered, or abraded so as to have a brittle or roughened surface, it must be replaced. If any tape is to be applied to existing piles, the old tape shall be completely removed, appropriately disposed of and replaced with new reflective tape. For wood piles, all tape shall be firmly secured with a minimum of four (4) stainless steel staples at least 3/8" in length. For cement or composite piles, tape shall be applied with 3" lap using the adhesive backing.

- **PILES – DAMAGED AND REMOVAL**

1. **Damaged or Displaced Piles:** Piles that are cracked, split, or otherwise damaged beyond repair must be removed and replaced with new piles in accordance with these specifications, unless otherwise directed in Work Plan. Piles that have been moved from vertical position and are not damaged must be straightened to an upright position. A pile that remains loose after straightening may indicate that the portion of the pile located beneath the water surface has been damaged or decayed and will require removal and/or replacement. Any damage observed on a pile that was to be straightened to an upright position shall be reported in the Marker Records.
2. **Pile Removal:** Steel, timber, composite or concrete piles shall be removed by the Vendor at the locations indicated in the Work Plan. Wood piles are typically 10” diameter, and composite piles are typically 8” – 10” in diameter. If they exist, steel and concrete pile diameters will be obtained by FWC and described in the Work Plan, however, it can be assumed they have been drilled or jetted into the bottom. The Vendor shall make every effort to remove each pile in its entirety by pulling or using a jet pump. Should the Vendor be unable to remove a pile, it may be cut, but the cut must occur at or below the mud line. If removal by cutting is required, the Vendor shall record the location and certify that the pile was cut at or below the mud line.

SIGN PANELS

Sign panels must be installed as indicated on the waterway marker details with piles to be shortened as dictated by the normal mean high watermark in the area of installation unless otherwise specified in the Work Plan. The bottom of all sign panels must be a minimum of six (6) feet above the mean high water level and shall not exceed nine (9) feet above the mean high water level. Sign panels do not have pre-drilled holes. The Vendor shall not degrade the message area or reflective surfaces of the sign panels when drilling holes or split the ends of the cross members on the backs of panels. The Vendor will replace, at its own expense, any sign panel that it damages during the delivery and installation process.

Most sign panels will be installed back-to-back on opposite sides of a pile.

Sign panels and private aid to navigation panels are constructed of .125 gauge, 5052-H38 aluminum, or higher, and will be produced using industry specifications for chemically treated aluminum to accommodate the marine environment and diamond grade reflective sheeting. FWC will supply the Vendor with layout renderings of the sign panels and private aids to navigation associated with each project.

- **TYPES**

1. **Panel sizes:** Sign panels will typically be 3’ x 4’, 4’ x 6’ or 5’ x 7’, and auxiliary sign panels will typically be 1’ x 4’, 1’ x 6’ or 1’ x 7’.
2. **Vertical Flip Sign Panels:** The 3’ x 4’ flip signs shall include a 24” x 36” center flip panel; 4’ x 6’ flip signs shall include a 48” x 36” center flip panel; 5’ x 7’ flip signs shall include a 42” x 60” center flip panel.
3. **Horizontal Flip Sign Panels:** The 3’ x 4’ flip signs shall include a 18” x 48” center flip panel; 4’ x 6’ flip signs shall include a 24” x 72” center flip panel; 5’ x 7’ flip signs shall include a 30” x 84” center flip panel.
4. **Private Aids to Navigation (channel markers/day beacons):** Red and green channel markers will meet or exceed the U. S. Coast Guard requirements found in Title 33, Code of Federal Regulations and will be used to mark a channel on navigable waters. Private Aids to Navigation panels are typically manufactured in the following sizes:

- a. Red channel markers: 36" equilateral triangle
- b. Red channel markers: 48" equilateral triangle
- c. Green channel markers: 24" x 24" square
- d. Green channel markers: 36" x 36" square

- **INSTALLATION STANDARDS**

1. **Cross Member Installation, Removal and Replacement:** Unless otherwise indicated in the Work Plan, all sign panel installations must include cross member support as shown on the waterway marker details. Cross members are typically either 2" x 4" or 4" x 4" lumber, either pressure treated or plastic/composite, and additional 2" x 4" spacers may be required for specific sign installations. The use of plastic/composite lumber must be pre-approved by FWC, and the lumber must meet or exceed the deflection of a standard treated timber and be guaranteed by the manufacturer. In cases where existing cross members and associated hardware are damaged or missing, the Vendor will be required to install new cross members. This scope of work assumes that mounting hardware will be re-usable. Any hardware deemed un-useable must be replaced by the Vendor, and FWC will reimburse the Vendor for the actual cost of hardware upon submission of the actual invoice.
2. **Plastic/Composite Lumber:** The use of plastic or fiberglass-reinforced lumber and decking material that meets or exceeds the deflection, strength and duration of standard treated timber and is guaranteed by the manufacturer is allowable as specified in the marker details and when pre-approved in writing by FWC.
3. **Hardware/Fasteners:** Unless otherwise specified, all sign panels shall be drilled and fastened by full penetration of each pile/post by two (2) type 304 ¾" stainless steel through bolts or threaded rod, which must pass through each sign panel, the cross members and the pile/post and shall not extend more than 1" or less than ½" beyond a type 304 stainless steel hex-nut, stainless steel lock washer, and stainless steel flat washers. A nylon shoulder washer will be used to eliminate any contact between the stainless steel fasteners and the aluminum sign panels to prevent or minimize bi-metallic corrosion. After a nut has been secured to a bolt or threaded rod, the last two (2) or three (3) threads of the bolt or rod must be bent in a manner to render the threads resistant to vandalism. Consideration should be given to ensuring that damage is not so significant as to render the hardware unusable should repairs need to be made in the future.
4. **Sign Panels – 3' x 4':** All installations of 3' x 4' sign panels shall be mounted on one (1) pile. A 4" x 4" cross member shall be installed at the top and a 2" x 4" cross member shall be installed at the bottom on the back of all sign panels so the panel will be slanted out in accordance with the marker details.
5. **Sign Panels – 4' x 6' or 5' x 7':** All installations of 4' x 6' and 5' x 7' sign panels shall be mounted on two (2) piles. 4" x 4" cross members shall be installed at the top and bottom of all sign panels and 2" x 4" spacers will be installed at the top of each sign panel so the panel will be slanted out in accordance with the marker details.
6. **Horizontal and Vertical Flip Sign Panels:** All installations of 3' x 4' flip sign panels shall be mounted and centered on a single pile. All installations of 4' x 6' and 5' x 7' flip sign panels shall be mounted on two (2) piles. A flip sign includes a full sized main sign panel and a flip panel of half the height or length of the main panel. One edge of the flip panel is attached to the middle of the main panel with two (2) ½" stainless steel U-bolts no greater than 4" wide supplied by the Vendor. Each flip panel shall have a 3/8" diameter hole drilled into the lower outer corner and must align with a hole drilled into the bottom right and left corners of the main panel. The Vendor shall supply one (1) ICG Extra Heavy Duty Cable

Tie (NCT 215) to secure the main and flip panels together to display the appropriate seasonal message. If requested, the Vendor may be required to repair and/or maintain flip sign markers which have FWC-owned locks installed. The Vendor will coordinate with the Project Manager, or designated agent, for information on how to obtain any key or combinations necessary to unlock existing locks. Each side of the flip panel will be constructed of the same gauge aluminum as the main panel and will be similar in style with regards to reflective sheeting, black block lettering, border, and geometric symbol. The Vendor shall install the flip sign panels in a manner to ensure the lettering, border and symbols line up properly when the sign panel is flipped in either direction and displays the current regulatory message at the time the work is completed for that particular location.

7. **Auxiliary Signs (1' x 4', 1' x 6' or 1' x 7')**: All installations of auxiliary sign panels shall be mounted as indicated in the marker details. Sign panels shall be drilled and fastened as stated above in the Hardware/Fasteners section. 2" x 4" cross members shall be installed at both the top and bottom of auxiliary sign panels.
8. **Bridge or Other Structures**: Sign panels installed to composite pile and/or wood timber bridge fenders or other similar type of structures (such as fishing piers) will be attached per the specifications as stated above in the Hardware/Fasteners section. Sign panels installed on bridge piles will be attached with adjustable stainless steel straps – no drilling in bridge piles is permitted unless specified in the Work Plan. Sign panels shall be installed well above the mean high water surface as specified in the Work Plan.

- **SIGN PANELS – DAMAGE AND REMOVAL**

1. **Sign Panel Removal**: This work involves the removal of a sign panel from an existing structure and may include the removal of associated hardware and cross members as specified in the Work Plan.
2. **Bridge Structures**: When sign panels are removed from concrete structures, including bridges, any recess caused by a bolt hole shall be repaired with a type F2 or type I epoxy-based mortar for use on vertical concrete surfaces applied in accordance with the manufacturer's recommendations. The epoxy-based mortar shall be pre-approved by FWC and must meet the Florida Department of Transportation's Qualified Products List Specification 926 F-2, which can be found at the following link:
<http://www2.dot.state.fl.us/SpecificationsEstimates/ProductEvaluation/QPL/QPLItems.aspx?QPLTitle=Specification%20926%20Epoxy%20Compounds&QPLDesc=Epoxy%20Compound%20Type%20F-2&QPLNum=S926>

BOUYS

- **TYPES**

1. **9" Diameter x 61" High Buoy**: These buoys are 9" diameter can buoys equipped with a swivel eye and a 3" wide reflective high intensity orange band around both the top and bottom.
2. **12" – 14" Diameter Can Buoy**: These buoys are 12" to 14" diameter can buoys with a 28" diameter collar. The buoys are equipped with a swivel eye and a 3" wide reflective high intensity orange band around both the top and bottom.
3. **12" – 14" Diameter Fast Water Can Buoy**: These buoys are 12" to 14" diameter buoys with a 28" diameter collar designed for fast water applications. These buoys are equipped with a side-mounted swivel eye and a 3" wide reflective high intensity orange band around both the top and bottom.

4. **Private Aids to Navigation** (channel markers/day beacons):

- a. **Green (Can):** These buoys are similar to the 12” – 14” diameter can buoys but are green in color and have a flat top. The buoys are equipped with a mooring eye and a 3” wide reflective high intensity green band around the top.
- b. **Red (Nun):** These buoys are similar to the green can buoys above, except they are red in color with a cone-shaped top. The buoys are equipped with a mooring eye and a 3” wide reflective high intensity red band around the top.

The Commission will provide details on numbering and placement of any private aids to navigation buoys in the Work Plan.

- **INSTALLATION STANDARDS**

The mooring and anchor system will be used in combination and is dependent upon water depth, tidal fluctuations, current and type of substrate.

1. **Mooring Systems:** The mooring system to be used for buoy installations will be specified in the Work Plan and the installation specifications are illustrated in the marker details.
 - a. **Traditional Buoy Mooring System:** Total cable length shall be left to the Vendor’s discretion to ensure that tidal fluctuations do not fatigue the connective system. The Vendor shall utilize stainless steel hardware for saltwater or freshwater installation (shackle, thimble, clamps, and either ¼” stainless steel cable or ¼” stainless steel chain). To reduce friction, 1” blue (Goodyear) pliovic hose, or equivalent, shall be used to cover the cable and the anchor connections.
 - b. **“Elastic” Mooring Systems:** There will be applications where the preferred buoy mooring will include an elastic system to further reduce fatigue on the buoy and anchor connections. Typically, an elastic mooring system will utilize StormSoft, Hazelett, or a pre-approved equivalent for buoy down lines.
 - c. **Chain/Elastic Mooring System:** There are applications where this combination system will be preferred by FWC. Total chain length shall be left up to the discretion of the Project Manager, or designated agent. The Vendor shall utilize stainless steel hardware for all installations (shackle, thimble, clamps, and ¼” stainless steel chain). To reduce friction, 1” blue (Goodyear) pliovic hose, or equivalent, shall be used to cover the cable and the anchor connections. ¼” stainless steel chain will then be attached to Stormsoft, Hazelett or equivalent system which will then be attached to the specified anchoring system.

NOTE: All connections requiring the use of rope will utilize three-strand nylon rope. The unraveled ends of the rope will be heated or taped to prevent further unraveling, and eye splices will be woven with a minimum of four tucks of each strand. FWC will provide additional details on rope splicing, if needed.

2. **Anchoring Systems:**

- a. **Helical Disk Embedment Anchor:** A helical disk embedment anchor shall be used in sand or mud substrate at least four (4) feet in depth. Helical anchors will be galvanized, have a minimum length of five (5) feet and will consist of a minimum 6” helical disk size and a 1¼” shaft diameter. The anchor shall be embedded within the substrate to a point where the eye is exposed above the substrate. Embedment anchors must withstand five

hundred (500) pounds of resisting force, and extensions may be required in order to achieve that level of force.

b. Heavy Weight Disk Embedment Anchors: A heavy weight disk embedment anchor shall be used in locations where substrate/sediment shifting is anticipated. Weighted disk anchors consist of a series of fifty (50) pound barbell weights and are installed with the anchor weights embedded into the substrate. Should sediment wash away, the disk weights will remain in position on the water bottom. Heavy weight disk anchors shall be used when an embedment anchor system is prohibited or if mud/muck conditions are not conducive to the use of helical embedment anchoring.

c. Deadweight Anchors: Such an anchor shall be constructed of cement with embedded ½” stainless steel eye and a minimum total weight of one hundred (100) pounds.

3. Buoy Wraps: The Vendor may be enlisted to complete a Work Plan which requires the application of vinyl wraps to quickly and cost-effectively rehabilitate aging or faded buoys. The wraps will be supplied by FWC and will be installed by the Vendor according to the manufacturer’s recommendations. Wraps are constructed of heavy (approx. 10 oz.) vinyl and have specific regulatory symbols and wording. Prior to applying wraps, buoys which are soiled with fecal matter, marine residue, mold, mud, or other matter will be thoroughly cleaned.

4. Lubricant Application: The Vendor may be enlisted to purchase and apply Inox Lanox MX4 lubricant or equivalent to new buoys, as specified in a Work Plan. The lubricant will be applied in accordance with the manufacturer’s recommendations. When the application of lubricant is specified in a Work Plan, the Vendor will be reimbursed for the cost of the lubricant upon certifying that it was applied in accordance with the Work Plan and upon submission of actual invoice.

- **REMOVAL**

If specified in a Work Plan, the Vendor shall remove buoys, anchor systems and/or associated hardware.

OTHER MARKER RELATED ACTIVITIES

- **SEASONAL MARKER ACTIVITIES**

1. Buoys: Bi-annually, buoys are installed or removed using an existing anchor system currently in place at various locations of the state in order to post seasonal regulatory zones. Buoys are to be installed pursuant to the specifications and removed as detailed in the Work Plan.

2. Signs: Bi-annually, sign panels are flipped at various locations of the state in order to post seasonal regulatory zones.

- **BIRD NEST TRIMMING/REMOVAL**

In coordination with FWC, the Vendor may be requested through a Work Plan to trim or remove an inactive osprey nest from a waterway marker. FWC will secure all required authorizations and provide the Vendor with documentation of those authorizations and the FWC policies pertaining to osprey nest removals. Additional information on nest removal can be found at <http://myfwc.com/media/290143/OspreyPolicies2010.pdf>.

- **BIRD DETERRENT DEVICES**

Nesting and resting birds cause damage to waterway markers while their nests and/or droppings oftentimes obstruct the sign panel message from view. Bird roost inhibitors, such as polycarbonate

or steel “bird spikes,” may be secured (using nails, screws and/or adhesive) to the top of marker cross members or buoys to deter birds from nesting or resting. As part of a Work Plan, the Vendor may be asked to install bird deterrent devices to the entire length of the top marker cross member or the tops of buoys. Deterrent devices will be installed in accordance with the manufacturer’s recommendations. The Vendor may be required to purchase bird deterrent devices of a specific type for a project, and FWC will compensate the Vendor on a cost-reimbursement basis upon submission of the actual invoice. The Vendor is responsible to provide any adhesive or other fasteners, as applicable, and provide all other materials and equipment needed for construction and/or installation of bird deterrent devices.

- **TAPE APPLICATION**

When specified in the work plan, tape application includes applying corrective tape to correct sign panel messages, permits or rule numbers. Tape will be provided to the Vendor by FWC. Prior to applying tape, sign panels will be thoroughly cleaned before applying tape. Tape will be applied so that it matches orientation of sign panel message and is not to be applied in such a manner that it obstructs other verbiage or symbols on the sign panel.

- **ANNUAL/BI-ANNUAL INSPECTION**

Work Plans may include a request for the Vendor to establish an inspection schedule for each marker owned and/or managed by FWC within a given geographic area. This may include any or all markers under management of FWC, such as private aids to navigation, piles, sign panels and buoys. “Inspection” includes a thorough check of all marker hardware (assessing for wear, checking the buoy connection to the down line or chain, and replacing hardware, as needed) and performing basic maintenance according to the specifications identified in the Work Plan. The Vendor shall complete and submit Marker Records which identify the results of the inspection and all work performed to help FWC determine future needs for marker replacement.

- **CLEANING OF MARKERS**

Markers which are soiled with fecal matter, marine residue, marine growth, mold, mud, other matter or graffiti will be cleaned as requested in the Work Plan. The Vendor may use a high pressure washer and/or appropriate cleaning compounds. The Vendor shall use methods that will not damage reflective sign panels, tape, fasteners, piles, or other marker elements. Any chemicals, soaps, or other materials must be free of phosphates, ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye. Cleaners must also be biodegradable and must be safe for the marine environment in accordance with state regulations. The materials used shall not be abrasive or in any way damage, mar, or reduce the reflectivity of the marker. The Vendor will document, in the Marker Records, the cleaning compound(s) used and the manufacturer’s certification demonstrating conformance with the requirements of this specification.

When soiling persists following washing and rinsing, the Vendor shall repeat the cleaning process. If pressure washing systems are used, the Vendor shall protect reflective coverings and other elements which could be damaged or become dislodged during cleaning. If a subsequent cleaning process fails to remove soiling, the Vendor shall note this along with the cleaning equipment and methods used in the Marker Records so an assessment can be made as to potential marker replacement. Any damage caused by cleaning methods employed by the Vendor shall be repaired at no cost to FWC.

- **LANTERNS**

The Vendor may be assigned to install, replace, maintain, inspect or repair solar flashing beacons used on aids to navigation owned and/or managed by FWC. The lanterns will be provided by FWC and will be fully integrated, self-contained, waterproof solar LED marine lantern and battery systems appropriate for application in the particular project. This work includes ensuring that each lantern is set to the appropriate flash pattern as directed by FWC.

- **FLOOD ZONE MARKERS**

There are a limited number of waterway markers owned by FWC which post regulated areas during flood stage. These markers may incorporate a solar powered flashing beacon assembly and an electronic switch. The Vendor may be tasked with installation, maintenance or repair of these markers, which often use longer piles to accommodate flood stage water levels. Any required replacement light assemblies and switches will either be provided by FWC or the Vendor may be asked to purchase the light assemblies and switches of a specific type for a project. In this scenario, FWC will compensate the Vendor on a cost-reimbursement basis upon submission of the original invoice.

GENERAL REQUIREMENTS

- **DISPOSAL OF REMOVED ITEMS**

All items removed must be properly disposed of in compliance with all federal, state and local laws and ordinances, and the items and method of disposal will be identified in the Marker Records.

- **PRE-CONSTRUCTION/SCHEDULING MEETING**

The Vendor and FWC will coordinate to conduct a pre-construction meeting to establish a working understanding among the parties as to lines of communication, the construction plan, state/federal permit conditions, work schedules, environmental conditions, equipment, specifications, procedures for potential additional work, procedures for processing invoices and marker records. The Vendor may be requested to bring a detailed construction schedule, with start and end dates, to the meeting.

- **ADDITIONAL WORK**

While the Vendor is engaged in work associated with a Work Plan, FWC may require additional installation projects, needed repairs, and/or disposals within the same geographic area. Any additional work shall be completed at the hourly rate established in the Price Sheet. Only additional installations, repairs, and/or disposals requested by the FWC will be authorized for payment. Any modifications or deviations from the original Work Plan, including when the Vendor discovers in the field that work not specified in the Work Plan is required, must be brought to the attention of the Project Manager, or designated agent, as soon as possible for pre-approval by FWC prior to work being performed.

- **DELIVERY, STORAGE AND HANDLING OF MATERIALS**

The Vendor shall contact FWC to coordinate shipping and delivery of sign panels and/or buoys and any other identified equipment being provided by FWC as specified in the Work Plan. The items will typically be shipped directly to the Vendor or to an agreed-upon alternative site for that particular project. FWC will provide the Vendor with a detailed list and description of all items to be shipped, and the Vendor will inspect the items to ensure they are accurate and received in good condition. The Vendor will notify FWC of any problems in writing within five (5) business days of receipt. Once received and verified to be in good condition, the Vendor will be responsible for transporting markers and all necessary equipment to project/work site. The Vendor is responsible for locating and securing a staging area (if necessary) to store and protect materials in preparation for and during construction activities. The Vendor is also responsible for the purchase, delivery, storage, and handling of piles and other materials necessary to complete the project which are not provided by FWC.

- **MARKER LOCATIONS**

For the installation of new waterway markers (piles and buoys), the Vendor will locate positions using a Wide Area Augmentation System (WAAS) enabled digital global positioning system (DGPS) referenced to World Geodetic System 1984 (WGS84) map datum. The actual position of installed markers shall be within two (2) meters (6 feet) of the location designated by FWC on the maps and/or marker plan. Any discrepancies between the coordinates of the marker location provided on

the marker plan and/or the maps shall be reported to FWC prior to installation. Extra caution should be exercised in the event markers are required to be installed close to or within the Intracoastal Waterway (ICW) right-of-way. FWC should be contacted if concerns arise about potential obstructions to navigation.

- **MOBILIZATION AND DEMOBILIZATION**

The Vendor will occupy the work site(s) with all equipment, personnel and supplies and prepare appropriate staging area(s) for material stockpiling and access to the work site(s). The Vendor will complete all assigned work under this contract and remove all of its equipment, supplies, and other materials involved in this project from the work site(s) once project is complete.

- **SUPPORT FOR FWC'S REPRESENTATIVE**

The Vendor will allow FWC representative(s) or designee(s) on its work vessel or other work platform at each project area/work site to observe work or conduct inspections, as needed.

- **UTILITIES**

The Vendor shall perform all work necessary to coordinate the location, disconnection, relocation, and/or protection, as needed, of all existing underground, aboveground, and overhead utilities within the areas covered by a Work Plan prior to commencement of work. All expenses incurred for the coordination with utility companies and agencies shall be at no cost to FWC. The Vendor must contact Sunshine One Call of Florida, Inc. (1-800-432-4770) prior to the commencement of construction on all new or relocated waterway markers.

- **PERMITTING**

FWC will be responsible for obtaining any local, state and federal permits required for a Work Plan. The Vendor will be provided copies of any permits and conditions prior to commencement of construction activities outlined in the scope of work. The Vendor must keep copies of all permits a work site. The Vendor must receive the Notice to Proceed from FWC before commencing any work under this project.

- **MARKER RECORDS**

Utilizing the Work Plan, the Vendor will collect additional information relative to the marker installation and/or removal, inspection and any maintenance information at the time the work is done. The additional marker information collected includes, at a minimum, the following: date, type of anchor and down line system, method of pile installation, depth of pile penetration, water depth, current tide, substrate, problems encountered, modifications in the work plan and any other details relative to the marker work performed. The Vendor shall submit to FWC this additional information collected for each marker within thirty (30) business days of the project completion. The Vendor will provide all required manufacturer's specifications and warranty information with the submittal of the marker records.

The Vendor must provide FWC with coordinates in degree and decimal minutes (example: N30° 07.980', W81° 27.675') for all markers installed, repaired, inspected or maintained. The Vendor may be required to provide digital photographs of each marker and marker installation. The photographs must be clear, legible, and identified with the Work Plan marker reference number.

- **PRODUCT WARRANTIES**

The Vendor's warranty information shall be provided upon submission of the Marker Records. All materials utilized by the Vendor to complete each project shall be sold to the Commission with the Vendor's standard manufacturer's warranty and standard commercial parts warranty.

- **INSPECTION OF THE WORK**

FWC or its designated representative(s) shall, within ten (10) business days of completion of a Work Plan, conduct an on-site inspection of all work performed. Upon approval, the Vendor will submit an invoice for the entire project to FWC, unless arrangements are made for partial payments as agreed upon and approved by FWC prior to commencement of the project.

- **METHOD OF PAYMENT**

Payment will typically be a combination of lump fee schedule and cost-reimbursement for any given work. It is anticipated that services will be compensated on a fee schedule basis as specified in the Work Plan and in accordance with the rates supplied by the Vendor on their submitted price sheet.

- **ADHERENCE TO PERMIT CONDITIONS**

FWC will obtain permits from regulatory agencies for each Work Plan and provide copies of permits to the Vendor. The Vendor shall establish and maintain quality control for environmental protection as set forth in the permits. If any activities associated with a Work Plan cannot be performed without affecting environmental quality, work shall cease and the Project Manager, or designated agent, will be notified immediately by phone and email communication (no later than the morning of the following business day). Any actual or potential incident related to a failure to comply with laws, regulations and ordinances shall be reported to the Project Manager, or designated agent, and the corrective action taken shall be noted in the Marker Records.

ENVIRONMENTAL PROTECTION

This section covers the prevention of environmental damage as a result of operations under this contract. For the purpose of this specification, environmental damage is defined as the presence of hazardous, physical, chemical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; affect other species, biological communities, or ecosystems; or degrade the quality of the environment for aesthetic, cultural, and/or historic purposes. The control of environmental damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

- **PROTECTION OF WATER RESOURCES**

The Vendor shall keep construction activities under surveillance, management, and control to avoid pollution of surface water, ground water and wetlands. The Vendor shall plan his operation and perform all work necessary to minimize adverse impact or violation of the water quality standards. Special management techniques, as set forth below, shall be implemented to control water pollution by the listed construction activities covered under a Work Plan between FWC and the Vendor. The Vendor's construction methods shall protect wetland and surface water areas from damage due to mechanical grading, erosion, sedimentation and turbid discharges. There shall be no storage or stockpiling of equipment, tools, or materials within wetlands or along the shoreline within the littoral zone, unless specifically authorized.

The Vendor shall keep construction activities under surveillance, management, and control to avoid pollution of surface, ground waters, and wetlands. The Vendor shall plan his operation and perform all work necessary to minimize adverse impact or violation of the water quality standard. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities, which are included in this contract. The Vendor construction methods shall protect wetland and surface water areas from damage due to mechanical grading, erosion, sedimentation and turbid discharges. There shall be no storage or stockpiling of equipment, tools, or materials within wetlands or along the shoreline within the littoral zone unless specifically authorized.

- **MONITORING WATER AREAS**

The monitoring of water areas affected by construction activities shall be the responsibility of the Vendor.

- **TURBIDITY**

The Vendor shall conduct operations in a manner to minimize turbidity and shall conform to all water quality standards as prescribed by Chapter 62-302, Florida Administrative Code and the Florida Department of Environmental Protection (DEP).

- **PROTECTION OF FISH AND WILDLIFE**

1. **Civil and Criminal Penalties:** All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. The Vendor may be held responsible for any manatee harmed, harassed or killed as a result of construction activities.
2. **Standard Manatee Conditions for In-Water Work** can be found at:
 - a. http://www.myfwc.com/media/415448/Manatee_StdCondIn_waterWork.pdf
3. **Manatee Sighting Reports:** Report injured, dead, harassed or orphaned manatees to FWC by calling 1-888-404-FWCC (3922) or either *FWC or #FWC on a cellular phone.

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**FWC 15/16-014
PRICE SHEET**

An award will be made to the responsive, responsible contractor that submits the lowest price for the base quote and any alternate prices accepted by the FWC. Contractor shall submit a price for all alternative items. Failure to submit a price for the base quote and additional items will result in contractor being found non-responsive. The Commission reserves the right to make an award for the base quote(s) only, or the base quote(s) and any alternative item(s) chosen by the Commission, as is in the best interest of the Commission.

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

ALL ITEMS SHALL BE BID, OR THE BID WILL BE REJECTED. THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE LOWEST TOTAL PRICE.

Item Description		Total BID PRICE
1	All work on Map Sheet A6	\$
2	All work on Map Sheet A7	\$
3	All work on Map Sheet B1	\$
4	All work on Map Sheet B3	\$
5	All work on Map Sheet B4	\$
6	All work on Map Sheet B5	\$
7	All work on Map Sheet B6	\$
8	All work on Map Sheet B7	\$
9	All work on Map Sheet C1	\$
10	All work on Map Sheet C2	\$
11	All work on Map Sheet C3	\$
12	All work on Map Sheet C4	\$
13	All work on Map Sheet C5	\$
14	All work on Map Sheet C6	\$
15	All work on Map Sheet C7	\$
16	All work on Map Sheet D2	\$
17	All work on Map Sheet D4	\$
18	All work on Map Sheet D5	\$
19	All work on Map Sheet D6	\$
20	All work on Map Sheet D7	\$
21	All work on Map Sheet E2	\$
22	All work on Map Sheet E3	\$
23	All work on Map Sheet E4	\$
24	All work on Map Sheet E5	\$
25	All work on Map Sheet E6	\$
26	All work on Map Sheet E7	\$
27	All work on Map Sheet F2	\$
28	All work on Map Sheet F3	\$
29	All work on Map Sheet F4	\$
30	All work on Map Sheet F6	\$
31	All work on Map Sheet F7	\$
32	All work on Map Sheet G3	\$
33	All work on Map Sheet G4	\$

34	All work on Map Sheet G5	\$
35	All work on Map Sheet G7	\$
36	All work on Map Sheet H3	\$
37	All work on Map Sheet H4	\$
38	All work on Map Sheet H5	\$
39	All work on Map Sheet H6	\$
40	All work on Map Sheet E7	\$
41	All work on Map Sheet I4	\$
42	All work on Map Sheet I5	\$
43	All work on Map Sheet I6	\$
44	All work on Map Sheet J4	\$
45	All work on Map Sheet J5	\$
46	All work on Map Sheet J6	\$
47	All work on Map Sheet J7	\$
48	All work on Map Sheet K4	\$
49	All work on Map Sheet K5	\$
50	All work on Map Sheet K6	\$
51	All work on Map Sheet K7	\$
52	All work on Map Sheet L5	\$
53	All work on Map Sheet L7	\$
54	All work on Map Sheet M6	\$
55	All work on Map Sheet M7	\$
56	All work on Map Sheet N6	\$
57	All work on Map Sheet N7	\$
58	All work on Map Sheet N8	\$
59	All work on Map Sheet O6	\$
60	All work on Map Sheet O7	\$
61	All work on Map Sheet O8	\$
62	All work on Map Sheet P7	\$
63	All work on Map Sheet P8	\$
64	All work on Map Sheet P9	\$
65	All work on Map Sheet Q8	\$
66	All work on Map Sheet Q9	\$
67	All work on Map Sheet R8	\$
68	All work on Map Sheet R9	\$
69	All work on Map Sheet R10	\$
70	All work on Map Sheet S9	\$
71	All work on Map Sheet S10	\$
72	All work on Map Sheet T9	\$
73	All work on Map Sheet T10	\$
74	All work on Map Sheet U10	\$
75	All work on Map Sheet U11	\$
76	All work on Map Sheet V11	\$
77	All work on Map Sheet V12	\$
78	All work on Map Sheet W11	\$
79	All work on Map Sheet W12	\$
80	All work on Map Sheet X11	\$
81	All work on Map Sheet X12	\$
82	All work on Map Sheet Y12	\$
83	All work on Map Sheet Y13	\$
84	All work on Map Sheet Z12	\$
85	All work on Map Sheet Z13	\$

86	All work on Map Sheet Z14	\$
87	All work on Map Sheet AA13	\$
88	All work on Map Sheet AB15	\$
89	All work on Map Sheet AC14	\$
90	All work on Map Sheet AC15	\$
91	All work on Map Sheet AC16	\$
92	Hourly Rate (Additional Work): In the event that additional work is requested outside the services listed in the Work Plan. Includes all labor, materials and equipment.	\$
Total Bid Price for Items Listed Above (Items 1 thru 92 = TOTAL BID PRICE)		\$

The bidder recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Bid price shall include all mobilization and demobilization, and all necessary items to complete the project. The bid price shall also include all necessary materials and labor to complete the project specifications.

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE FWQ AND AGREE TO FURNISH THE SERVICE AT THE PRICE QUOTED ABOVE. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

CONTRACTOR NAME

AUTHORIZED SIGNATURE

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ATTACHMENT A
FWC 15/16-014
FWC Purchase Order Terms and Conditions

In addition to the Terms and Conditions issued by the Department of Management Services on purchase orders issued via My Florida Marketplace, the following terms and conditions also apply to this transaction:

1. Price(s) specified on the purchase order are all inclusive, with no added fees allowed, including travel expenses.

2. The Commission assumes no liability for merchandise shipped other than to the specified destination. If the delivery location, delivery date or completion of the service date cannot be met as specified, Vendor must notify the Commission promptly. Incorrect shipments not complying with the requirements of this purchase order, including delivery destination, must be re-delivered at the Vendor's expense.

Note: Signature by Commission personnel for deliveries does not confirm either a complete or accurate shipment. Incomplete or incorrect shipments not complying with the requirements of this Purchase Order must be re-delivered at the Vendor's expense.

3. The State of Florida is not required to pay direct Federal Excise and State taxes on services or commodities purchased.

4. Vendors are expected to examine the specifications, delivery schedule(s), prices and all instructions pertaining to commodities and services. Failure to do so will be at the Vendor's risk.

5. Time is of the essence on this order. The State may cancel all or any portion of this order if delivery or performance is not completed within the specified time.

6. The terms and conditions of the purchase order may not be modified by the Vendor. Modifications or amendments of the purchase order require a change order to be issued by the Commission. For questions regarding change orders, contact the Commission's Purchasing Office in Tallahassee at the number referenced on purchase order.

7. The Commission may test the commodities for compliance with specifications, and commodities found to not be in compliance may be rejected and returned at the Vendor's expense and result in termination of the contract as discussed below. Inspection and acceptance will be at destination unless otherwise specified on the purchase order. As provided by section 215.422, F.S., the Commission has five (5) working days to inspect and approve commodities and services unless bid or purchase order specifications state otherwise.

8. The Commission may terminate the Contract if the Vendor 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, including re-procurement responsibilities. The Vendor shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, the Vendor 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 Vendor. 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 Vendor and the subcontractor, and without the fault or negligence of either, the Vendor 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 Vendor to meet the required delivery schedule. If, after termination, it is determined that the Vendor 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 Commission. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9. A purchase order for services within the ambit of section 287.058(1), F.S., shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (i) thereof. In addition to terminating the contract as described above, if the Vendor materially fails to comply with the terms and conditions of this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Vendor.
- B. Reduction of cash payment if correction of deficiency is not made by the Vendor.
- C. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- D. Request refund of previously disbursed payments.
- E. Withhold future awards for the project or program.
- F. Take other remedies that may be legally available.
- G. Propose Vendor for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.

10. The Commission may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Vendor. Upon receipt of such notice, the Vendor shall, unless the notice directs otherwise, immediately discontinue all work and services. The Vendor may request approval from the Commission to terminate the purchase order in the event of a documented hardship or circumstances beyond the Vendor's control, and such approval will not be unreasonably withheld.

11. The Vendor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services is confirmed in writing by the Commission. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain the purchase order and the Vendor's Federal Employer Identification Number or Social Security Number.

12. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the commodities or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is .03333%. Invoice payment requirements do not start until a properly completed invoice is provided to the Commission. Invoices returned to a vendor due to preparation errors will result in a payment delay.

13. If renewal terms are included in the accompanying procurement document, this Contract may be renewed for the term and price established in that document. Costs associated with the renewal may not be passed on to the Commission. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

14. The Commission shall ensure compliance with section 11.062, FS and section 216.347, FS. The Vendor 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 Commission's Inspector General, or other authorized State official, the Vendor shall provide any type of information the Inspector General deems relevant to the Vendor's integrity or responsibility. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Vendor 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. The Vendor 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 Vendor's compliance with the terms of this or any other agreement between the Vendor and the State which results in the suspension or debarment of the Vendor. 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 Vendor shall not be responsible for any costs of investigations that do not result in the Vendor's suspension or debarment.

15. The parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter arising out of or in any way connected with this purchase order, and no third party benefits are created or contemplated by the parties. Venue for any actions, in law or equity, arising from this purchase order, shall be in Leon County, Florida to the exclusion of all other lawful venues.

16. All copy, photos, artwork disks, CDs, and other materials supplied by the Commission must be returned in good condition upon completion of any work. Payment will not be authorized until return is affected.

17. The Vendor shall maintain insurance sufficient to adequately protect the Commission from any and all liability and property damage hazards which may result in the performance of this purchase order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. A Certifications of Insurance evidencing that all appropriate coverage is in full force and effect shall be provided to the Commission upon request.

18. The Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Commission and its 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 Vendor, its agents, employees, partners, or subcontractors, provided, however, that the Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Commission. This provision shall not be deemed a waiver section 768.28, Florida Statutes.

19. Unless specifically addressed in an attached Scope of Work or bid documents, intellectual property rights to preexisting property will remain with the Vendor. The Vendor shall indemnify and hold harmless the Commission and its employees from any liability including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Vendor. Unless specifically addressed in attached documents, intellectual property rights to all property created or otherwise developed by the Vendor for the Commission will be owned by the State of Florida, Department of State. Proceeds derived from the sale, licensing, marketing or other authorization related to any such intellectual property right controlled by the State of Florida shall be handled in the manner specified by applicable state statute.

20. Where activities supported by the contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission has the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so.

21. In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 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 above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), 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 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>.

23. Vendor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

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

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

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

**FWC 15/16-014
Attachment B
CERTIFICATIONS AND ASSURANCES**

The Commission will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
- B. Certification Regarding Lobbying (31 U.S.C. 1352)**
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
- E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

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

Contractor understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (If Contractor is a Recipient of Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Contractor (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.

- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Contractor also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

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FWC 15/16-014
ATTACHMENT C

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION
CERTIFICATES OF CONTRACT COMPLETION

Project: _____
Contractor: _____
Cont # or PO #: _____
FEID #: _____
(Or Social Security #)
Contract Date: _____ Task Assignment #: _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions.

CONTRACTOR

Name:
Title:
Date:

NOTARY

STATE OF:
COUNTY OF:

Personally appeared before me this _____ day of _____, 20____
_____, known (or
made known) to me to be _____
the _____
(Owner) (Partner) (Corporate Officer-give
title)
of _____, Contractor (s),
who subscribed and swore to the above instrument in my presence.

Personally known _____ Or Produced _____

Identification _____
(Seal)
Type of Identification Produced _____

Notary Public
Type Name:
My Commission Expires:

COMMISSION'S CERTIFICATION

I certify: That, to the best of my knowledge and belief, the work on the above named project has been satisfactorily completed under the terms and conditions of the contract.
Project Manager: _____ Division/Office: _____
Signature: _____ Title: _____
Date: _____