

ADDENDUM No. 1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Procurement Section
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000

August 25, 2015

Addendum To: DEP Solicitation No. 2016004C, entitled
“Pollutant Modeling Support and Related Services”

The Department hereby answers questions posed by prospective Respondents. Unless expressly indicated, these answers do not amend the terms of the solicitation. This addendum does not need to be returned with the proposal. The Department hereby answers the following questions:

1. Who are the incumbents who currently hold this contract?

Answer #1: No one currently holds this contract.

2. In the Evaluation Criteria scoring sheet shown on Page 55, in Section 7.00, under Tab F (Sample Task Costs), there are points to be awarded for each of the Tasks 1-4 (40/40/40/30). However, a footnote (3) point the reader to a discussion of the formula that will be used to calculate the relative amount of points awarded based on the relative total cost from each submitter. I am attaching a hypothetical example that shows how scoring each task (and applying the same conceptually formula, but only using the points for each task) versus scoring using the total cost will yield different outcomes.

Answer #2: In Section 7.00, under Tab F, points will be awarded for each of the four Sample Task Assignment Projects. Footnote (3) is revised to read as follows:

“The Respondent submitting the lowest total budget (LTB) for each ~~all tasks listed in the~~ Sample Task Assignment Project will receive the maximum points for the cost element of the evaluation. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent. The formula used to determine the points awarded is:

Cost Points Awarded = (LTB) / Proposal Budget being Considered (PB) X 450 Maximum Raw Score Possible for the Sample Task Assignment Project”

3. Requesting the DEP provide a version of the RFP that is not password protected (it is opening as .pdf (SECURED)). Or at least provide the portions of the RFP that require the use of specific tables that are to be completed (e.g., page 1 of 80, the Response Form in Section 6.00, and the Client References form in Section 9.00).

Answer #3: Attached is a .pdf copy of DEP Solicitation No. 2016004C, Pollutant Modeling Support and Related Services (posted on VBS on 07.30.15) that is not locked/secured.

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**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PROPOSALS
CONTRACTUAL SERVICES**

Page 1 of Page 80	SUBMIT BID TO: Florida Department of Environmental Protection Procurement Section, Carr Building, Room 235 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000 Telephone Number: 850-245-2361
AGENCY RELEASE DATE: <u>Thursday, July 30, 2015</u>	

SOLICITATION TITLE: POLLUTANT MODELING SUPPORT AND RELATED SERVICES	SOLICITATION NO.: 2016004C
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PROPOSALS WILL BE OPENED: @ 3:00 p.m. on Tuesday, September 15, 2015
and may not be withdrawn within **180** days after such date and time.

VENDOR NAME:	_____ *AUTHORIZED SIGNATURE (MANUAL) _____ *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the respondent.
VENDOR MAILING ADDRESS:	
CITY-STATE-ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	
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I certify that the material terms and the proposed prices contained in this response to this Invitation to Bid (this Solicitation) have been kept confidential by the Respondent (and all people and entities affiliated with this Respondent who have or may have had knowledge of the same) and that, to the best of my knowledge, they have not been disclosed to any third party including, but not limited to, any other respondent to this Solicitation. Further, I certify that the prices proposed herein were arrived at and submitted without prior understanding, agreement, or in cooperation with any other entity submitting a response to this Solicitation, or to induce an entity to forbear from filing a response, and that this response is in all respects made without collusion or in an effort to perpetrate a fraud on the agency.

I certify that I am authorized to sign this response to this Solicitation for the Respondent and that the Respondent is in compliance with all requirements of this Solicitation; including, but not limited to, the certification requirements contained in this Solicitation as well as those contained above. In submitting this response, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.

Respondent agrees to abide by all conditions of this Response and, if selected, to perform in accordance with all terms of the Solicitation and any contract arising there from.

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:	SECONDARY CONTACT:
NAME, TITLE:	NAME, TITLE:
ADDRESS:	ADDRESS:
PHONE NUMBER:	PHONE NUMBER:
FAX NUMBER:	FAX NUMBER:
EMAIL ADDRESS:	EMAIL ADDRESS:

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SCHEDULE OF EVENTS

DATES	EVENTS	METHOD
Thursday, July 30, 2015	Bid Advertised	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_main_menu
Thursday, August 13, 2015 @ 3:00 pm	Questions Submitted in Writing	Procurement Contact: Florida Department of Environmental Protection Kaye Robertson, Procurement Officer Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000 Fax: (850) 245-2412 E-mail: kaye.robertson@dep.state.fl.us
On or about, Tuesday, August 25, 2015	Answers to Questions Posted	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_main_menu
MUST BE RECEIVED NO LATER THAN: Tuesday, September 15, 2015 @ 3:00 pm	SEALED BIDS DUE AND OPENED	Submit to: Florida Department of Environmental Protection Kaye Robertson, Procurement Officer Procurement Section, Room 215 3800 Commonwealth Blvd, MS93 Tallahassee, Florida 32399-3000 SOLICITATION NUMBER MUST BE ON ENVELOPE
On or about, Tuesday October 6, 2015	Anticipated Posting of Recommended Award	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_main_menu

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SECTION 1.00 – INTRODUCTION

1.01. Purpose and Scope. The Department of Environmental Protection (hereinafter referred to as the "Department" and/or "DEP") is requesting proposals from qualified vendors to support services for Total Maximum Daily Load (TMDL) Pollutant Development Modeling Support and Related Services. The support services will provide expert skills and experience in applications of hydrology and water quality modeling for watersheds and hydraulics, hydrodynamics, and water quality modeling for receiving waters used by the Water Quality Evaluation and TMDL Program in developing TMDLs. Services will also support development of applied models for evaluation of alternative pollutant management actions in support of the Water Quality Restoration Program, and evaluation of water quality criteria by the Water Quality Standards Program.

1.02. Procurement Officer.

Kaye Robertson, Procurement Officer
Procurement Section, Carr Building, Room 215M
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000
Telephone Number: (850) 245-2358
Kaye.robertson@dep.state.fl.us

1.03. Questions. Information will not be provided by telephone. The Procurement Officer shall not be bound by any verbal information or by any written information that is not contained within the Solicitation documents or formally noticed and issued by the DEP Procurement Section.

Any questions from prospective Respondents concerning this Solicitation shall be submitted in writing, identifying the submitter and Solicitation number, to the Procurement Officer no later than the time and date specified in the Schedule of Events. No interpretation shall be considered binding unless provided in writing by the Department in response to a request in full compliance with this provision. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and answers will be posted on the Vendor Bid System (VBS). It is the prospective Respondent's responsibility to periodically check the VBS. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the VBS.

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Section 2.05, Questions.

1.04. Addenda. If the Department finds it necessary to supplement, modify, or interpret any portion of the Solicitation documents, a written "Addendum" will be posted on the VBS. It is the responsibility of the prospective Respondents to be aware of any Addenda that might have a bearing on their proposal. The proposal(s) submitted by the Respondents at the time of Solicitation opening will remain firm and cannot be changed.

1.05. Response Form. Section 6.00 must be completed with all applicable rates and be submitted with the Proposal or the Response will be rejected. The Department will not accept any other type "Response Form" as a valid Response to this Solicitation. By affixing authorizing signature, the Respondent hereby affirms and agrees to all terms, conditions, provisions, and specifications within the Solicitation. Prior to issuance of a contract, the selected Respondent must be properly licensed to do business within the State of Florida, if required by federal or state law, for the services or commodities the Respondent will provide to the Department.

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

The Proposal shall consist of the following parts:

- A. Solicitation Acknowledgement Form (Tab A): The Solicitation Acknowledgement Form (original copy provided in solicitation package) shall be completed as instructed. The original signed copy shall be submitted in one (1) printed copy of the proposal package marked "Original". Six (6) hard copies of the Proposal, including a copy of the signed original Acknowledgement Form, shall be submitted to the Department. Electronic copies of the complete proposal shall be in .pdf format and provided on a CD, DVD, or USB memory stick. If a Respondent fails to submit a completed Solicitation Acknowledgement Form with their proposal, the Department reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the proposal has met all other requirements of the Solicitation.

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

- B. Technical Response (Tab B): The Technical Response Package shall be prepared by each Respondent utilizing 8.5" x 11" paper (one inch margins, Arial 10pt font) and should utilize double-sided printing. **Each Respondent shall limit each section of the Technical Response Package to no more than eighty-four (84) pages with page limits specified below for each section. The page limit excludes Samples of similar projects, Appendix of Resumes, and Past Performance.** Any photographs, maps, diagrams, charts or other non-text material which provides information about the Respondent will be included in the page limitation of that section of the Technical Response Package.

If the specified page limit for a particular section or subsection is exceeded, the extra pages for that section or subsection will not be reviewed. Pages not used for a particular section or subsection cannot be added to the page allowance for another section. *For example, if only two (2) of the four (4) pages allocated for the Project Approach section in the Technical Response Package are used, the number of pages cannot be increased for any other section in the Technical Response Package. The total page count of the Technical Response Package, in this example, would therefore be eighty-two (82) pages.*

Using the description of work outlined in the Technical Specifications, Respondents shall prepare their Technical Response Package in the order outlined below for ease of the identification and review by the evaluators. However, in no event shall the Respondent use the tab pages to present additional information. **Tab pages which present information shall be counted in the page limit for that section.**

The Technical Response Package shall contain the following sections:

1. Introduction (Limit 3 pages): This section should provide a general description of how the Respondent will accomplish the overall goals, i.e., technical assessment of TMDLs. These efforts shall include the following:
 - a. Evaluation and selection of appropriate models for TMDL development;
 - b. Identification and compilation of needed data for model development;
 - c. Calibration and validation of models;
 - d. Technical assessment of loads;
 - e. Assessment of load allocations;
 - f. Evaluation of resource management alternatives for pollutant load reductions; and
 - g. Evaluation of basin management action plan (BMAP) alternatives, Class III-Limited plans, site specific alternative criteria (SSAC), and water quality based effluent limit (WQBEL) of this project.

This should include assessment of proposed activities for validity and accuracy. It should include how process knowledge and products will be communicated and transferred to pertinent entities. It should include identification of key elements needed for development of a consensus decision-making process.

2. Project Approach (Limit 4 pages): Respondents should describe their strategies and methods in a systematic manner from the evaluation of issues presented by the Department to the development of valued products directly usable by the Department and other interested parties. Information presented should include specifics, which may include past experience as example(s). Emphasis should be given to the selection and development of model applications to support TMDL development, application of public domain models to issues of allocating pollutant loads, model application evaluation, model application enhancement, model sensitivity analyses, scenario simulation, establishing background conditions, as well as organization and dissemination of information developed, preparation of technical reports, and providing model training to clients. Experience within Florida (or presenting basis for consideration of work elsewhere), related to technical development and implementation of assessment of pollutant loads of systems response to water quality and quantity conditions, pollutant load remediation, including evaluation of accuracies of assessments cited, will be evaluated.
3. Organizational Plan (Limit 5 pages): Respondents should present the organizational structure of the proposed team and outline the relevant responsibilities of each team member. If subcontractors will be used, identify the tasks and/or subtasks for which they will be responsible. Only current employees of the Respondent or subcontractors should be identified. If subcontractors are included, include specifics of responsibility between firms, include a matrix that shows for each proposed project staff member: job title, project responsibilities description, and available time for project services; and, include a personnel title as given in Section 6.00, Response Form.
4. Qualifications and Experience of Proposed Personnel (Limit 5 pages): This section should present the qualifications of the Respondent Team, including an example of experience directly related to the work areas identified in this Solicitation and its goals, especially as model developer or model application expert using public domain models such as Hydrologic Simulation Program – Fortran (HSPF), Load Simulation Program – C++ (LSPC), Watershed Assessment Model (WAM), Environmental Fluid Dynamic Code (EFDC), BATHTUB, Water Quality Analysis Simulation Program (WASP), MODFLOW, or other applicable models. Modeling efforts should be specific and apply only to individuals who have performed the work. Modeling efforts include evaluation and selection of appropriate models for TMDL development, identification of model data needs and compilation of data to meet the data needs, parameterization of models, validation and calibration of models, assessments and reporting of model accuracy, sensitivity of model parameters critical to target assessments, modeling potential change in pollutant loads under different system management scenarios. The transfer of model applications for use by other entities should be identified. Assistance provided to clients in model setup, extending model domains, and evaluation of models should be described. Activities that involved governmental agencies and their interactions with the public and private interests should be emphasized; please cite specific efforts. Each team member's experience and example of qualifications to perform assigned tasks should be presented in an effective manner that identifies specifics of modeling effort scope, biogeophysical domain, time domain for services performed, and entities for whom services were provided. Subcontractors' qualifications should be included. Priority will be given to companies with personnel in Florida; therefore, the Respondent's and subcontractor's location of each team member should be included in the list of qualifications.

The Respondent should describe their qualifications and experience of the team, including the subcontractor(s), in each of the following areas:

- A. Experience providing support for TMDLs through the following:
 - 1) Evaluation and selection of appropriate models for TMDLs and identification of modeling data needs
 - 2) Data compilation and organization in the assessment of model input, pollutant sources, pollutant loads, model calibration and validation, or other relevant data handling
 - 3) Water quality data statistical analyses to assess data trends, data trends over differing time scales, effects of sampling scales, extending data sets

- 4) Experience with initial setup and revision of existing models including parameterization, calibration and validation; including HSPF, LSPC, EFDC, WASP, BATHTUB, WAM, ModFlow and others: specify models and domain applied
 - 5) Experience with model application developed by your team, and those created by others, in performing sensitivity, uncertainty, and scenario analyses, and evaluation of land use, land management, facility management, or receiving water management
 - 6) Assisting clients in the use of developed model applications and assisting clients in model application development to new domain areas
 - 7) Model enhancement through new code construction, documentation, and implementation as to extend public domain model capabilities - examples might include new extensions for nitrogen fixation, sediment diagenesis, other ecological responses, or hydrologic/hydraulic conditions, to date
- B. Experience providing support for BMAPs, reasonable assurance (RA) Plans, Pollutant Reduction Plans, Class III – Limited Plans, SSAC's, and WQBEL, through the following:
- 1) Application of existing model setups and data sets for the evaluation of load allocations
 - 2) Application of existing model setups to evaluate pollutant load reduction scenarios
 - 3) Use of existing model setups for determining natural background conditions
 - 4) Point source load modeling in support of WQBEL development in support of National Pollutant Discharge Elimination System (NPDES) permitting and wasteload allocation assessments
- C. In Florida watersheds, or present the basis for other locations being relevant, application of modeling activities in support of: TMDL development, load allocations, data development in support of such modeling, establishing natural background conditions for watersheds, performing mixing zone assessments
- D. Experience with providing technical support for rulemaking efforts
- E. Experience with habitat and biological assessments in aquatic systems
- F. Experience with government (public) sector facilitation and interagency collaboration
- G. Assistance with development of water quality standards
- H. Experience with scientific and technical support of watershed restoration
- 1) Experience in evaluating data to assess nonpoint source load identification
 - 2) Experience in design of nutrient reduction protocols
 - 3) Experience in implementation of nutrient reduction plans, including explicit, technical, and design requirements, implementation, and verification
 - 4) Experience in evaluation of nonpoint source reduction on program and project scales

Note: Please review project-scoring sheet as to specifics of how experience will be evaluated in this Solicitation.

This section should be supported by an appendix (not to be included in the section page limit) of resumes adequate in number and composition to demonstrate the Respondent's capability to perform. Each individual's specific positions shall coincide with the Organizational Plan section presented (paragraph B. 3. above), and include a Personnel Title corresponding to those listed in Section 6.00, Response Form, Table 1, Labor Rate and Associated Costs Table (Personnel Title – Hourly Rate). Those individuals presented that lack such a crossover reference will not be considered in the evaluation of proposed personnel. Additionally, the Respondent should also submit documentation in support of experience cited. Such support documentation may include articles, papers, reports, presentations, or other that deemed germane to demonstrating capabilities referenced. Materials submitted will be considered in addition to specifics of information presented

for conciseness, clarity, and coherence in supporting referenced experience, with reduced scores for excessive, redundant, or decreased relevance.

5. PROJECT and TASK MANAGEMENT (Limit 2 pages):

- A. Management and Communication Methods: Describe in-house project organization, management, and communication methods that will be used to efficiently undertake the administrative and project management aspects of any task assignment. Individuals cited should have appropriate cited experience (provided elsewhere) to providing discipline expertise. The discussion should include cost and schedule controls, corrective procedures in place to maintain contracted schedules, approaches for clarifying client needs and cooperatively establishing appropriate work efforts, project tracking procedures and management systems used, and processes to ensure developed task assignments meet the needs of clients.
- B. Quality Control and Assurance (QA/QC) Methods: Describe the internal and external QA/QC procedures that will be used, including the staff that will be responsible. This will include mechanisms to ensure appropriate reporting of modeling efforts, model alterations, as well as protection and organization of all aspects of modeling applications including collection of, organization, and evaluation of data.

6. WRITTEN PROPOSALS USING SAMPLE DEPARTMENT PROJECTS (Limit 65 pages): **The Respondent shall submit, on recycled paper of the grade that would be used for submitting reports to the Department, written project proposals to accomplish the Sample Task Assignments described below. The proposals shall be limited to the maximum number of pages identified for each Sample Task Assignment.** These proposals shall demonstrate the Respondent's skills and approach in undertaking task assignments. The Respondent shall set forth the specific subtasks, deliverables, schedule, and budget to accomplish the various components of the task assignment. Budgets should include staff hours, rates, and any additional costs such as computer time, printing, etc.

Personnel used in this task proposal must correspond to the personnel identified in Tab B. The rates for personnel, vehicles, and equipment used in this project proposal shall be at the rates provided on the Response Form (Section 6.00). **The total budget proposed for each Sample Task Assignment will be used in the cost element of the evaluation.**

Sample Task Assignments: This section is intended for the Respondent to demonstrate their understanding of the application of models to Florida environmental conditions, potential issues pertaining to the available data, evaluation of model applications, enhancing model accuracies, applying model results to issues of pollutant load reduction, and working with stakeholders to address the water quality issues.

In sample Tasks 1, 2, and 3, the goal is to develop the appropriate methods and tools that the Department can use to develop TMDLs for the conditions identified. For Sample Task 4, the effort is intended to support development of a BMAP. The Responses to each Task should be presented in a scope of work format that includes project descriptions, the required services to be performed, deliverables, performance measures, timelines, and budgets. The Respondent may set any conditions or circumstances not specifically identified in any of the sample tasks, such as specific locations, and document them as part of the Response. The Responses are to include information to address the specific items identified in each of the sample tasks.

Sample Task Assignments for Response

A. Sample Task 1: Tidal and Freshwater Stream TMDL Development (15 Page Maximum Response)

Based on the current Impaired Waters Rule methodology, defined in Chapter 62-303, F.A.C., the freshwater and tidal segments of a creek system, are impaired for low dissolved oxygen and elevated nutrients. The nutrient impairment of the freshwater reach is due to excessive growth of periphyton and the tidal segment impairment is due to elevated water column

chlorophyll a values. The watershed is a mix of medium to high density urban development in and around the tidal reach with the upper part of the watershed dominated by agricultural areas (row crops and pasture). A major domestic wastewater treatment facility has a permitted outfall in the tidal reach that discharges effluent intermittently.

Water quality results for the tidal reach are available for three nonconsecutive years in the last five (5) years. The data were collected monthly at two (2) sampling sites (one site near the creek mouth and the other near the mid-point of the tidal reach) and include results for the standard suite of field and laboratory constituents, including all nutrient species, biochemical oxygen demand, and chlorophyll a. The freshwater reach includes one long-term monitoring site, located approximately one mile upstream of the head of tide, which is sampled monthly and includes data collected over the last ten (10) years for the standard suite of constituents. A USGS streamflow gage site, located at the water quality sampling location, was operational for fifteen (15) years, but ceased operation five (5) years ago.

The objective of this Task is to develop an approach for deriving the pollutant loads and surface water quality response to the loads for use by the Department in establishing the TMDLs.

The following are specific items to address in the Response:

- 1) Describe the process that will be taken to obtain background data and information, including the identification of sources that will be searched.
- 2) Describe how the available data and information will be evaluated to identify possible TMDL development approaches (e.g. empirical analysis, mechanistic models).
- 3) Describe what, if any, additional field data collection would be requested, considering that there would be a one and a half year period to complete the project. *[Note: Any actual data collection would be external to costs herein, and addressed through a separate contracting mechanism.]*
- 4) Explain the pros and cons of approaches considered.
- 5) Provide a tentative schedule of deliverables that addresses the data compilation, any additional data gathering effort and data evaluation, creation of the approach for determining the assimilative capacities of the waterbodies of interest, and preparation of a report describing the TMDL development approach. Reporting would include discussions and evaluations of calibration, accuracies, and sensitivities of any proposed modeling activities.

B. Sample Task 2: Lake TMDL Development (15 Page Maximum Response)

Several interconnected lakes lie within the Green Lake Basin. These lakes and streams/canals in the Green Lake Planning Unit include four interconnected lakes (Upper Green Lake, Middle Green Lake 1, Middle Green Lake 2, and Lower Green Lake. Based on the current Impaired Waters Rule methodology, the Upper and Lower Green Lakes are not impaired, while Middle Green Lake 1 and Middle Green Lake 2 are impaired for excessive nutrients and low dissolved oxygen. There are two streams impaired for dissolved oxygen. One of the impaired streams (Stream 1) interconnects all of the lakes. The downstream segment of Stream 1 (above Lower Green Lake) is the impaired segment; all upstream segments meet water quality standards, including the segment between the two impaired lakes. Stream 2 is impaired for DO and drains into Lower Green Lake. As water exits Lower Green Lake, it gives rise to the Green River.

There are two NPDES domestic wastewater facilities in the Basin. One discharges directly to Upper Green Lake. This facility has flow and monitoring data for total nitrogen (TN) and total phosphorus (TP). The other facility discharges to a spray-field located adjacent to the stream between the two middle lakes and has flow and TN data, but no TP data.

There are no flow data for Stream 1. Only Middle Green Lake 1 has water level data and there are large gaps in the time series record. There is no bathymetry data for any of the lakes. There is a structure at the outlet of Lower Green Lake that has an intermittent record of stage across the weir.

Limited water quality data are available for the two Middle lakes and Lower Green Lake, and the data for each lake are from a different time periods. For the streams and canals, there are no flow data for the stream that interconnects the lakes or the stream that drains to Lower Green Lake. Only the minimum water quality data required to list the streams as impaired is available.

The following are specific items to address in the Response.

- 1) Assess the existing data for stream flow and water quality to determine suitability for development of TMDLs and make recommendations to generate any missing information with minimal new data collection.
- 2) Propose a methodology to estimate nutrient loadings to the streams, stream flows, evaluate in-stream DO against the Class III freshwater DO criterion, and propose a methodology to establish the appropriate loadings to the stream such that water quality standards are attained (including downstream waters).
- 3) Estimate nutrient loadings to each of the lakes, evaluate in-lake water quality for both nutrients/chlorophyll and DO against the appropriate Class III freshwater criteria, and propose a methodology to establish the appropriate loadings to the lakes such that water quality standards are attained (including downstream waters).
- 4) Incorporate the following types of information into the TMDL development process:
 - a) Ground water surface water interactions and withdrawals.
 - b) A flow separation technique to estimate base flows and loads to each stream and lake
 - c) A method to evaluate available rainfall and evapotranspiration data for the period of record and a methodology for quality control, including filling any data gaps.
 - d) A method to estimate loadings from septic tanks and how the role of septic tanks will be incorporated in the TMDL development.
 - e) A methodology to assess the role of atmospheric loadings to the land and directly to lake surfaces.
 - f) A method (not including paleolimnology studies) to develop a background condition (no anthropogenic loadings) to the streams and lakes. The method should be able to establish the background condition, with all anthropogenic sources removed, including atmospheric loadings returned to background concentrations, anthropogenic land uses converted to natural land uses, septic tanks removed, well or other water supply withdrawals removed, and any point sources removed.
 - g) A method to estimate the role of nutrient fluxes in the streams and lakes for the current and background conditions. There are no existing flux data for these waters.
 - h) A method to estimate the role of sediment oxygen demand (SOD) for both current condition and background conditions. There are no existing flux data for these waters.
 - i) A method to identify and evaluate the impact from the existing implementation of Best Management Practices (BMPs) into the assessment of existing loadings to the waterbodies
 - j) Please include details of the manner in which calibration, accuracies, and sensitivities will be assessed and reported.

C. Sample Task 3: Estuary and Tributary TMDL Development (20 Page Maximum Response)

Based on the current Impaired Waters Rule methodology, the Department listed an "Unnamed Estuary (UNE)" for nutrient impairment based on historic data for seagrass distribution in the estuary. In addition, several tributaries, including Tributary 1 (T1), Tributary 2 (T2), Tributary 3 (T3), and Tributary 4 (T4), that discharge in a west-to-east direction into the estuary, were also verified for nutrient impairment based on the observations that their annual average

chlorophyll a levels exceeded the assessment threshold. Also, all of these tributaries, specifically the tidal influenced segments, were verified for dissolved oxygen (DO) impairment for failing to meet the state DO criteria. The UNE was verified impaired for seagrass impairment based on the historical trend of decreasing seagrass distribution in the estuary, which is attributed to nitrogen and phosphorus loads. Therefore, no specific seagrass target was identified during the water quality assessment process. A local government collected seagrass coverage estimates through the collection and interpretation of aerial photos on a biannual basis for the past two decades. In addition, a local government has some historic seagrass maps dating back to the early 1940s. However, even during the early 1940s, the drainage basin of the UNE was influenced by human activities.

In order to interpret the seagrass maps and aerial photos, the local government also collected bathymetry data that covers the entire UNE. However, the bathymetry data were collected in the mid-1990s. While they were used in the seagrass assessment to verify the nutrient impairment in the UNE, local stakeholders have questions about how the future bathymetry might be influenced by sea level rise due to climate change.

Another complication in setting targets is that the UNE is narrow from east to west and elongated from north to south. There is only one inlet located close to the southern end of the UNE that connects the estuary to the open ocean. This specific characteristic of the estuary results in different hydrodynamics in different parts of the UNE, which, in turn, creates varying chemical and biochemical environments in the estuary. Therefore, properly segmenting the UNE and examining the possibility of different water quality targets for each segment is necessary.

Adding even more complication to the target setting process is the excessive freshwater entering UNE through the T3 tributary. Besides the runoff and ground water input from the immediate watershed of the T3 tributary, T3 also has a control structure located on its west end. During the wet season, the control structure will be opened and excessive stormwater produced in a drainage basin located to the west of the UNE basin will be discharged into the T3 tributary, which, in turn, contributes an excessive amount of freshwater into the UNE estuary. It has been commonly accepted that the excessive freshwater input will change the salinity environment in the estuary and cause seagrass growth to be depressed.

Local governments have been collecting water quality data from five uniformly spaced water quality stations along the north-south axis of the UNE. Monthly water quality data, including nutrient species, biochemical oxygen demand (BOD), chlorophyll a, DO, total suspended solid (TSS), color, conductivity, and salinity have been collected for the past twenty (20) years. Two (2) tidal stations located in the UNE offer six (6) minute tidal elevation results. However, there are no tidal or water quality data being collected at the ocean inlet.

The four (4) tributaries that discharge into the UNE have different hydrology and hydraulic characteristics. The T1 tributary is a stream located in the northern most part of the UNE drainage basin. The stream channel itself has not been subject to direct human impact. The riparian vegetation coverage is fairly extensive, the bank erosion is relatively light, and no sediment dredging has ever been conducted in the stream. The entire watershed of the T1 tributary is located within the drainage basin of UNE. The upper reach of the stream is dominated by upland forest, rangeland, and riparian wetlands. The watershed areas close to the river mouth are urbanized, with medium density residential area being the most dominant land use type. The local government has been collecting water quality data, including concentrations of all nutrient species, corrected chlorophyll a, DO, biochemical oxygen demand (BOD), total suspended solid (TSS), color, conductivity, and salinity from a station located close to the river mouth. The chlorophyll a data collected at this station were used to verify the nutrient impairment of the stream. There are no water quality data being collected in the upper reach of the stream because the area is relatively natural and covered by heavy vegetation. Therefore, accessibility is an issue for sample collection. There is no flow gauge located in this stream, making it difficult to directly link the measured water quality data to the hydrologic conditions of the stream. No surveys have been conducted to document the stream profile, so

stream cross section information is currently unavailable. However, the local government is in the process of negotiating with a consulting company to conduct a Light Detection and Ranging (LIDAR) flyover. The topographic data collected through the LIDAR flyover should provide valuable information for setting up a watershed hydrologic and water quality model.

The T2 is a relatively large river, with five tributaries flowing into the main stem. The majority of the land area in the northern part of the watershed is urbanized, while the southern part is mostly agricultural. Natural land areas are primarily located close to the river channel. There are three wastewater facilities located in the northern part of the watershed that discharge permitted wastewater into the northern tributary. There are three USGS flow gauges in the T2 Tributary with one located in the main stem of the river close to the upper most part of tidal influence, another located on a northern tributary that drains mostly urban lands, and the third on a southern tributary that drains mostly agricultural lands. The remaining three tributaries are not gauged. Sediment dredging was conducted in the river mouth area of the main stem. Cross section information is available for the dredged area. No cross section information is available for other parts of the river system. However, rating curves were developed for the three USGS flow gauges. Water quality data were mainly collected from a site located in the main stem of the river. Water quality data for tributaries are relatively spotty.

The T3 and T4 Tributaries, which are located in the southern part of the UNE drainage basin, are constructed canals that drain primarily agricultural lands. The major difference between these two tributaries is that the watershed of the T4 tributary is completely located within the UNE drainage basin, while T3 canal also receives flow from a drainage basin located to the west of the UNE basin. Both canals have salinity control structures located near their eastern ends (the tributary outlets to the estuary). Each control structure has its own associated flow gauge. One major complication to understanding the hydrology of these two canals is that many small to medium sized reservoirs are located within the watershed of these two canals. The information regarding the operating schedules of the control structures are not available to the Department. Another complication about the hydrology is that, there are numerous wells located in the watershed of these two canals, which are used to pump ground water for irrigation. Information regarding the pumping rate and nutrient concentrations of the groundwater is not available to the Department.

The Department has a general plan to use a set of models to estimate nutrient and BOD loadings entering these tributaries, which in turn, discharge into the UNE main stem, and link the watershed nutrient and BOD loadings to the receiving water conditions to evaluate the effects of loadings from these pollutants on seagrass, chlorophyll a, and DO concentrations.

The following are specific items to address in the Response.

- 1) Propose a method to establish necessary water quality target(s).
- 2) Identify how the segmentation should be conducted.
- 3) Identify the process that will be used to select the models for this project.
- 4) Identify the data needs for the selected models and what data needs can be satisfied by the existing data. What major assumptions will have to be made in order to address the lack of information?
- 5) Identify the major data gaps and describe what should be done to fill those gaps?
- 6) Once these models are developed, how can they be used to address the links between watershed pollutant loads and receiving water quality conditions and how can the effects of pollutant loads on chlorophyll a, DO, and seagrass be evaluated?
- 7) How should these models be used together with other data to establish chlorophyll a and seagrass targets? What is the best bench mark variable for establishing a seagrass target? What are the major approaches that can be used to establish a numeric target for the bench mark?

- 8) What model runs should be executed to evaluate the sensitivity of chlorophyll a, DO, and the seagrass bench mark to the variation in nutrient and BOD contributions?
- 9) What are the uncertainties associated with these model simulations and how can we address these uncertainties through the application of margin of safety?
- 10) Based on the recommended model suite and data needs that can be met by the existing data infrastructure, what would be the recommendations for future studies?
- 11) Before a nutrient target is established, among the many factors that influence seagrass growth and distribution, which one factor has the dominating effect, and what bench mark should be used to evaluate the impact from different factors?
- 12) As a large amount of money needs to be invested to mitigate the nutrient problem in the UNE, what would be the recommended approach to controlling nutrients for seagrass restoration and how should the effectiveness of the approach be evaluated?
- 13) If the Department were to participate in the LIDAR survey described above, what added data or information should we propose collecting?
- 14) If a prime contractor were to sub-contract part of the technical work assignments, describe the assignment and review process that will be applied to this relationship, including selection of sub-contractors (if more than one can do the job), management of timely delivery of materials to the Department, monitoring and control of costs, role of the prime contractor in the review and approval of subcontractor deliverables prior to submittal to the Department.
- 15) Please include details of the manner in which calibration, accuracies, and sensitivities will be assessed and reported.

D. Sample Task 4: BMAP Assistance (15 Page Maximum Response)

A critical step in developing a BMAP is to allocate modeled TMDLs to each jurisdictional area. However, in many cases, the watershed models used to simulate TMDLs are based on hydrological boundaries that do not coincide exactly with municipal, county, or other stakeholder jurisdiction boundaries. The HSPF model is one example of these watershed models that simulates watershed nutrient loadings based on hydrological boundaries. Therefore, the first step in the BMAP is to divide the loading up to each stakeholder so that the total loading matches the loading from HSPF.

Several factors may complicate the processes to convert the HSPF model simulated loads into a loads format that is spatially distributed and thus can be properly divided into each jurisdiction area. HSPF modelers usually divide a hydrological drainage basin into multiple sub-basins. The total loads from the entire drainage basin are the sum of the loads from all sub-basins. Within a sub-basin, nutrient loads are usually simulated based on a set of land uses that have different acreages, hydrologic characteristics, and pollutant loading capacities. However, the same land use type, no matter where it is located within the sub-basin, is usually assigned the same hydrological characteristics and loading capacity. Among different sub-basins, the same land use type may have different hydrological and pollutant loading characteristics. For large drainage basins, the driving force of the nutrient load simulation—the rainfall—may also be different. In addition, because different amounts of best management practices (BMPs) can be incorporated into different sub-basins, the total loads created in different sub-basins can be reduced to different extent. Sometimes, within the drainage basin, some sub-basins may also be internally drained and therefore do not contribute any loads to the impaired water under question. Moreover, in the HSPF model setup, nutrient loads from sub-basins usually first discharge into various tributaries called RCHRES before they reach the impaired waters. The nutrient load attenuation mechanisms in these RCHRES are usually part of the HSPF model setup so that the actual nutrient loads eventually reaching the impaired waters are less than the total loads produced in the drainage basin.

The hypothetical HSPF model simulates the nutrient loads from a hypothetical drainage basin that is divided into 102 sub-basins, which eventually discharge to 29 outflow points. The existing HSPF model only outputs nutrient loads from the 29 outflow points. Nutrient loads from all sub-basins are output by the model. Most importantly, the existing model only output nutrient loads from the 29 outflow RCHRES. It does not output nutrient loads from each land use in each sub-basin. As the nutrient loads at the outflow points are influenced by non-watershed processes, such as RCHRES attenuation and sediment nutrient re-suspension, the model outflow loads cannot be used directly to represent the total loads from the drainage basin. In addition, because the outflow loads represent loads from multiple sub-basins, it is impossible to assign these loads to contributing sub-basins. Moreover, because outflow loads do not contain any information regarding how different land uses in different sub-basins contribute to the final outflow loads, it is impossible to use the outflow loads to assign nutrient loads to sub-basins based on different land use types in each sub-basin.

The goal of this project is to spatially distribute the total loads from the hypothetical drainage basin into the 102 sub-basin areas. This distribution should be done in a manner that takes into account the different land uses in the jurisdictions and fairly provides credit for those regions where BMPs have been implemented. The jurisdictions have not collected detailed urban BMP implementation information and thus you must rely on assumptions (e.g., concerning new development requirements after a given date). In addition, the distribution should also consider the influence of receiving water attenuation and sediment nutrient re-suspension on model simulated loads.

The following are specific items to address in the Response.

- 1) Explain how the existing model output structure can be reset to include outputs from different land use types in different sub-basins.
- 2) Explain how the influence of in-stream attenuation and sediment re-suspension on the total load simulation can be separated from the nutrient loads directly from each sub-basin.
- 3) Develop a method that uses the land use and sub-basin specific nutrient loads output by the reset model, and convert the loading information into attribute table attributes of a shapefile that can be clipped using a jurisdictional boundary shapefile. Loads from agricultural land uses are excluded from jurisdictional load responsibilities. The attribute table attributes related to nutrient loads should include per acre loading capacity for each different land use polygon in each sub-basin and the acreage of each land use polygon in each sub-basin so that the total load from each land use polygon in each sub-basin can be calculated as a product between the land use specific loading capacity and acreage of the land use polygon.
- 4) Define the nutrient loads calculated using the appropriate shapefiles clipped by the jurisdictional boundary shapefile so that the total loads from all jurisdiction areas are consistent with the output from reset HSPF modeled output that takes into account the in-stream attenuation and sediment re-suspension.
- 5) Account for load differences between areas/land uses with BMP and without BMPs
- 6) Develop a table to illustrate how the load at load point "X" will be allocated to one of the jurisdictions.
- 7) Discuss or provide an equation for fairly allocating load reductions between jurisdictions.
- 8) Discuss problems and challenges presented by this method of load allocation.
- 9) Please include details of the manner in which calibration, accuracies, sensitivities will be assessed and reported, for data utilized and modeling

- C. PAST PERFORMANCE/CLIENT REFERENCES (Must use pages provided) (Not included in page count) (Tab C): In the space provided on Client Reference Form (Section 9.00), the Respondent must list all names under which it has operated during the last eight (8) years. The Department will review its records

to identify all contracts that the Respondent has undertaken with the Department, where the Respondent was the prime contractor, during the last eight (8) years (contracts in effect during or after July 2007).

In the spaces provided on Client Reference Form (Section 9.00), the Respondent must provide the required information for a minimum of five (5) separate and verifiable projects which have been completed for clients of the Respondent (not intended subcontractors) for projects of similar breadth in scope to that provided in the Solicitation. The projects listed must be for work similar in nature to that specified in this Solicitation. Confidential clients shall not be included.

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

Clients that are listed as subcontractors in the Respondent's proposal will not be accepted as Past Performance references under this Solicitation. Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this Solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given, at the end of the project description for that reference, on the Client Reference Form (Section 9.00).

In the event that Respondents submit a proposal as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains five (5).

References should be available to be contacted during normal working hours. The Department will choose, at its own discretion, three (3) of the Respondent's references to contact in order to complete an evaluation questionnaire (Evaluation of Past Performance, Section 10.00) as provided in Client Reference Form (Section 9.00). In the event that the Respondent has performed work as a prime contractor for the Department within the timeframe specified above, the Department shall attempt to contact one Department and two non-Department references. In the event that the Respondent has not performed work as a prime contractor for the Department within the timeframe specified above, the Department shall attempt to contact three (3) non-Department references. The total number of clients who will be contacted to complete an evaluation for any proposal shall be three (3).

Evaluation questionnaires may be emailed to the selected references with a due date for responding. If questionnaires are not received by the due date the Department will attempt to contact each selected reference by phone up to two (2) times. In the event that the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation. The Department will not attempt to correct incorrectly supplied information.

Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on the Client Reference Form (Section 9.00), or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

- D. Respondent/Subcontractor Summary Form (Must use pages provided) (Not included in page count) (Tab D): On the Respondent/Subcontractor Summary Form (Section 11.00) provided the Respondent shall list the name of the Respondent(s) and indicate the **one** business category of the Respondent.
- E. State Project Plan (Not included in page count) (Tab E): The Respondent shall submit a written plan addressing the State's five (5) objectives listed in Section 1.19, State Project Plan, to the extent applicable to the items/services covered by this Solicitation. The Department expects Respondents to address each objective. Objectives not addressed in the selected contractor's proposal must be addressed prior to contract execution. **The State reserves the right to negotiate mutually acceptable changes with the Respondent selected for award, prior to execution of the contract.**

F. Response Form (Tab F) (Must use pages provided) (Not included in page count): **Rates not submitted on the Response Form (Section 6.00) shall cause the Proposal to be rejected.** The Respondent's Response Form must be submitted on the forms provided in the Solicitation.

1. Respondent shall provide fully loaded rates in dollars per hour (\$/hr) for the personnel classifications/individuals it intends to use if awarded the contract. In addition, other costs (e.g., equipment, software purchases, etc.) anticipated to be necessary shall be provided on a per unit basis. The Respondent shall also provide any subcontractor or expense handling fees it intends to charge the Department. If the Respondent intends to use subcontractors, the Respondent shall provide rates for the intended subcontractors in accordance with the requirements herein. The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section 6, Response Form and the Respondent's Response hereto, including, but not limited to personnel and labor costs, equipment, expenses, MyFloridaMarketPlace transaction fee, miscellaneous expenses and the application of any multipliers (i.e. overhead, fringe benefits, etc.), and travel and incidental expenses. Authorized travel expenses shall be compensated on a cost reimbursement basis.
2. The cited personnel titles and costs will be used in estimating costs for the example projects to be developed in Sample Task Assignments (see Section 1.06, 6., Written Proposal Using Sample Department Projects). Level of Effort (hours and other costs) and personnel to perform relevant tasks will be those provided in Section 6.00, Response Form, Table 1, Labor Rate and Associated Costs Table.
3. A maximum subcontractor or handling fee of five percent (5%) shall be allowed.
4. Travel and per diem expenses directly related to accomplishing the project goals or performing specific services by contractor employees are eligible costs. **Travel and per diem must be in accordance with Section 112.061, F.S.**
5. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), F.S., all payments made towards the resulting contract shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay the State of Florida.
6. **The rates listed in the contractor's proposal shall be current and effective for the first twenty-four (24) months of the contract.** The contractor may request an increase in rates each year after the initial period of the contract, including the possible renewal period(s).

Requests for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the contract in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the contract may be terminated pursuant to paragraph 19 of the proposed contract, termination.

G. Additional Documents (Not included in page count) (Tab G): This section of the proposal shall contain the following:

1. Certification of Drug-Free Workplace, Section 8.00 (if applicable);
2. Insurance Requirements (if applicable) and
3. Disclosure of any current or pending Litigation involving Respondent or any of its associated business entities.

1.07. Submittal of Proposal. Proposal must be received in accordance with VBS and Schedule of Events. Sealed proposals must be executed and submitted in a sealed envelope. The face of the envelope shall contain the Solicitation number and opening date. Responses not submitted on the Response Form shall

be rejected. All Solicitations are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

The Respondent must submit seven (7) copies (one (1) Original hard copy and six (6) duplicate copies) and two (2) duplicate electronic copies of the proposal must be submitted for review by the Department. The hard copy of the proposal shall bear original signatures and be marked as the "Original". The electronic copies of the proposal may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject proposals submitted in alternate file formats or which contain information different from that in the hard copy of the proposal.

Respondents submitting Proposals are advised to ensure the files are not corrupt prior to mailing as any material which is not readable will not be considered.

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

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001) Section 2.03, Electronic Submission of Responses.

1.08. Alternate Proposals. A Respondent may not submit more than one (1) Proposal. The Department seeks each Respondent's single-best proposal.

1.09. Elaborate Proposals. It is not necessary to prepare your proposal using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your proposal shall be prepared in accordance with the instruction herein.

1.10. General Evaluation Information. The Department reserves the right to accept or reject any or all proposals received; waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest; and reserves the right to make an award without further discussion of the proposals submitted. No allowances will be made to the Respondent because of a lack of knowledge of conditions or requirements and will not relieve any liabilities and obligations.

A non-responsive submittal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE SUBMITTAL WILL NOT BE CONSIDERED.**

In determining Respondent responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the contract requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's proposal. In submitting its proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have not force or effect.

Note: Any requirement of this Solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

1.11. Evaluation Criteria Scoring. With the exception of the cost and past performance reviews, each proposal will be reviewed by at least three (3) evaluators. Each of the evaluators will work independently using the evaluation criteria contained in Section 7.00, Evaluation Criteria Scoresheet. A Department representative will contact references via telephone to obtain the past performance reviews. The DEP Procurement Section will evaluate the cost section of the proposal. The scores for the past performance reviews and the cost evaluation shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The DEP Procurement Section will use the total point scores to convert to rank by each evaluator and then calculate an average rank for each proposal for all evaluators. The DEP Procurement Section shall present the average rankings to the Secretary or his designee, who

will then determine the recommended contract award or the short list of firms recommended to participate in oral discussions.

For example:

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

In the event that multiple firms have the same raw point score, the rank positions for these firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so $3 + 4 = 7$; 7 divided by $2 = 3.5$. Each firm receives a rank of 3.5. All proposals must comply with the terms of this Solicitation.

1.12. Basis of Award. The Department intends to make award to the highest ranked responsible, responsive Respondent meeting all specifications and conditions. The Department anticipates the issuance of two (2) contracts for the services from this Solicitation.

There is no minimum amount of work guaranteed to any contractor as a result of being selected and placed under contract. The Department shall assign work to any selected contractor at its discretion.

1.13. Posting of Agency Decision. The notice of intended award will be posted for review by interested parties on the VBS on or after the date listed on the Schedule of Events and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays.

To access the posted results, go to <http://www.myflorida.com>. Once at this site, the steps listed below should be followed to access the Vendor Bid System (VBS). The date as specified Schedule of Events is to be used by prospective Respondents for planning purposes only and is subject to change.

Click on BUSINESS

Click on "Doing Business with the State"

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

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

Click on the applicable solicitation number

NOTE: This section supersedes Section 2.00, General Instructions to Respondents (PUR-1001), Section 2.13, Electronic Posting of Notice of Intended Award.

1.14. Type of Contract Contemplated. A task assignment contract is proposed based on a combination fixed price/fee schedule/cost reimbursement basis (based on the rates by the selected Respondent on Response Form, Section 6.00); however, the Department reserves the right to award another type contract, if such will be most advantageous to the Department and the State of Florida, price and other factors considered. Travel expenses for scheduled travel will be compensated on a cost reimbursement or fixed price basis, at the Department's discretion. Travel expenses for travel in conjunction with unscheduled/emergency maintenance trips will be compensated on a cost reimbursement basis. All travel will be compensated in accordance with Section 112.061, Florida Statutes (F.S.). The selected contractor shall be paid for the services rendered under the contract resulting from this Solicitation upon satisfactory completion of these services.

A copy of the proposed contract containing all requirements is included as Section 15.00. The requirements contained in the proposed contract should be closely reviewed by the offer since modifications proposed by the Respondent may not be considered.

No minimum amount of work is guaranteed under any contract resulting from this Solicitation.

NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000) Section 5.02, Purchase Orders.

1.15. Contract Term. The term of the contract will begin upon execution by both parties and remain in effect for a period of two (2) years, unless cancelled earlier in accordance with the terms of the contract.

1.16. Contract Renewal. The Department reserves the right to renew any contract resulting from this Solicitation. Renewal shall be subject to the terms and conditions set forth in the existing contract and shall be limited to no more than an additional term not to exceed three (3) years or the original term of the contract, whichever is longer. Renewal of this contract shall be in writing and subject to the same terms and conditions of this contract. All renewals are contingent upon satisfactory performance by the contractor and the availability of funds.

The rates provided on the Response Form (Section 6.00) shall be current and effective during the first two (2) years of any contract resulting from this Solicitation. The contractor may request an increase in rates, up to five percent (5%), for each year after the initial period. The request to increase the rates must be made in writing to the Department supported by a detailed justification that warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the anniversary date of the contract renewal in order for a request to be considered by the Department. The Department shall review the contractor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase (not to exceed five percent (5%) in any one (1) year) shall be authorized by formal amendment to the contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the contract may be terminated.

1.17. Florida Department of State Registration Requirements. All entities defined under Chapters 865, 607,608, 620, or 621, F.S., seeking to do business with the Department shall, prior, to issuance of a purchase order, be appropriately registered with the Florida Department of State. Information about the registration process is available at <http://www.sunbiz.org/index.html>.

1.18. MyFloridaMarketPlace Vendor Registration. Prior to the issuance of a purchase order by the Department, the selected vendor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available and registration may be completed at the MyFloridaMarketPlace website: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mf_mp_vendors/requirements_for_vendor_registration (link also available under Business at www.myflorida.com).

Prospective vendors who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at (866) 352-3776.

The following United Nations Standard Products and Services Code (UNSPSC) are provided to assist you in your registration efforts:

- 77101700, Environmental advisory services;
- 77101701, Environmental sciences advisory services; and
- 81171600, Ecological science services.

1.19. State Project Plan. The Respondent shall submit a written plan addressing the State's five (5) objectives listed below, to the extent applicable to the items/services covered by this Solicitation. The Department expects Respondents to address each objective. Objectives not addressed in the selected proposal must be addressed prior to issuance of a purchase order. **The State reserves the right to negotiate mutually acceptable changes with the Respondent selected for award, prior to execution of the purchase order.**

SUBMIT THE RESPONDENT / SUBCONTRACTOR SUMMARY FORM (SECTION 11.00) IDENTIFYING THE TEAM THAT WILL BE UTILIZED IN CONNECTION WITH THIS CONTRACT. LIST THE NAMES AND INDICATE THE OFFICE OF SUPPLIER DIVERSITY BUSINESS CATEGORY OF EACH ONE LISTED.

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

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

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

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at: http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

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

- 2. Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, F.S. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent company. Reference Rule 62-730.130, Florida Administrative Code (F.A.C.). It is a requirement of the Department that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
- 3. Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S., provides that where identical tie proposals are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, the Respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form (Section 8.00) to certify that the Respondent has a drug-free workplace program.
- 4. Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 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 <https://sercure.imarcsgroup.com/respect/Default.asp>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this Solicitation. Respondents proposing the use of RESPECT as a

subcontractor shall be required to provide written proof of a subcontractor agreement for this Solicitation with RESPECT with their Response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purpose 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 Department insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

1.20. Respondent Responsibility. In determining Respondent responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the Solicitation requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Solicitation.

SECTION 2.00 – GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

2.01. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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

2.03. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- A. an electronic signature on the response, generally,
- B. an electronic signature on any form or section specifically calling for a signature, and
- C. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.04. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- A. Technical Specifications,
- B. Special Conditions and Instructions,
- C. Instructions to Respondents (PUR 1001),
- D. General Conditions (PUR 1000), and
- E. Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.05. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in Section 2.20 of these Instructions.

2.06. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.07. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- A. submitting a bid on a contract to provide any goods or services to a public entity;
- B. submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- C. submitting bids on leases of real property to a public entity;
- D. being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- E. transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.08. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- A. submit a bid on a contract to provide any goods or services to a public entity;
- B. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- C. submit bids on leases of real property to a public entity;
- D. be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- E. transact business with any public entity.

2.09. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- A. The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- B. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- C. Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- D. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- E. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- F. The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- G. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- H. The product offered by the respondent will conform to the specifications without exception.
- I. The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- J. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- K. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- L. The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- M. All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main.menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

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

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SECTION 3.00 – TECHNICAL SPECIFICATIONS

3.01. Scope of Service. This section contains the Scope of Service that will be required in any contract that may be executed as a result of this Solicitation. By submitting a proposal, each Respondent specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this Solicitation, all requirements referencing “Contractor” or “Vendor” contained within the Scope of Service or Specifications below shall be applicable to the Respondent, should he/she be deemed the successful Respondent.

The Division of Environmental Assessment and Restoration (DEAR) seeks TMDL Development modeling support services (the terms "modeling" or "modeling activities" as used in this document refer to both computer models and statistical analyses).

The modeling efforts will be directed at enhancing the Department understanding of water quality issues of concern to the State of Florida. Modeling activities will relate to:

- data compilation and organization;
- model evaluation, model selection, model setup, and model calibration and validation;
- model operation; sensitivity, uncertainty, and scenario analyses;
- model enhancement and model implementation support;
- model transfer, and training on using the model; and
- reporting.

These activities may be conducted for lakes, streams, tidal creeks, estuarine, or marine waters within, adjoining, or flowing into Florida.

Models used will be public domain models that allow for the representation of hydrologic, hydraulic, and hydrodynamic systems, land use loading alternatives estimates, and/or water quality response evaluations, such as those in United States Environmental Protection Agency (USEPA) TMDL Modeling Toolbox, as specifically referenced in this document. This effort will support four mission critical domains: 1) development of pollutant concentration targets; 2) identification of pollutant sources and quantification of pollutant loads from all identified sources; 3) development of pollutant loading targets (TMDLs); and 4) providing support to TMDL implementation and other related missions such as developing site specific alternative criteria (SSAC), reasonable assurance (RA) plans, and water quality based effluent limitations (WQBELs).

This Solicitation is to identify contractor(s) with expertise in the application of hydrologic, hydraulic, hydrodynamic and water quality models to conditions as in Florida. Contractor(s) will need to demonstrate expertise in the following.

- A. Selecting proper models for specified TMDL cases, including documenting the basis of selection or identifying existing models and proposing appropriate model refinement and/or expansion.
- B. Identifying the data needed for the modeling, evaluating data gaps, and working with the Department to collect, assemble, and organize the modeling data.
- C. Setting up new models or refining existing models.
- D. Conducting model calibration and validation, and sensitivity, uncertainty, and scenario analyses.
- E. Effective transfer of model applications to other entities, and supporting entities in extending existing models.
- F. Providing proper training on using the established model application so that clients can use the model application to achieve management goals.
- G. Reporting on modeling efforts for technical and lay audiences.

Each Task Assignment will be specific as to deliverables, due dates, performance measures, costs, and financial consequences if services received by the Department are deemed unsatisfactory. The contractor will have the ability to seek revisions to all Task Assignment, but the contractor must fully accept a Task Assignment prior to the Department incurring any costs.

Public participation and review of the modeling activities is important, so the final models submitted to the Department must be made available to the public through use of public domain models and data formats. Model results must be able to be replicated without reliance upon proprietary software. Models must be able to run on existing computers used by modelers in DEAR.

The Department reserves the rights to retain services from other, additional contractors based upon special circumstances and needs that may arise, as determined by the Department. These special conditions may include critical timelines, special expertise, or modeling support services other than those identified in this Scope of Services.

3.02. General Task Overview of Services Under This Contract. DEAR is requesting proposals to identify potential contractors with the appropriate experience and expertise to support the development of TMDLs. Such experience shall include modeling of water quality, hydrology, hydraulics, hydrodynamics, land use loadings, as well as statistical analyses, all related to TMDL development. Additional experience sought includes development of TMDL models, with the structural flexibility to be adaptive to BMAP pollutant load allocation, as well as modeling in support of the development of RA plans, pollutant reduction plans, Class III-Limited petitions, SSAC petitions, and WQBEL.

A. Task Assignments in support of TMDL development will include:

- Evaluation of existing watershed and receiving water model applications,
- Evaluation of models to select the most appropriate models for specified TMDL cases,
- Identification of data gaps limiting model application, including calibration and validation,
- Compilation of data for TMDL modeling,
- Calibration and validation of model setups,
- Model sensitivity, uncertainty, and scenario analyses, and
- Transfer of models to other entities.

B. Other potential tasks include:

- Performing alternative loading and response scenario evaluations,
- Applying and documenting suitable modeling and data quality assurance and quality control,
- Structuring model applications that are adaptive to BMAP allocation scenario evaluations, and
- Documenting model applications, providing modeling training, and providing technical support to public meetings.

The specific services will be identified in Task Assignment under a contract.

3.03. Example Tasks.

A. Example Tasks – Modeling Support and Analysis. Assess data needs for developing new model applications or enhancing existing model applications. Collect, organize, and assess existing data for model application. Data assessments may include identifying data gaps, potential supplemental data needs, including means of filling data needs, and identifying and applying scientifically accepted methods for extending or culling of data sets. Preparation of proper documentation and reporting on the assemblage, evaluation, application of data sets, and identification of supplemental data needs. Provide the Department the available data and information in agreed upon formats. Additional services could include advising the Department on monitoring plans or other potential means of acquiring additional data. Types of data may include biology, flow, meteorology, water quality, waterbody

networks, fine resolution topography, soils, land use, land use change, land management data, wastewater regions, point source dischargers, distributions and type of best management practice (BMP), control structure characteristics and operation schedules, etc. Actually obtaining data through field sampling, however, is outside the scope of this contract.

Work with stakeholders to accurately and effectively describe impaired waters, identify watershed boundaries, provide modeling support for establishing water quality or ecological goals, define healthy water quality conditions, and any associated modeling needs. Maintain records of these interactions such that clear and comprehensive documentation of correspondence, discussions, process, and points of consensus or divergence, may be maintained in the record and clearly communicated in any subsequent reporting.

Identify existing watershed and receiving water public domain models applied by public entities, or others, which may be applicable for TMDL development, and in cooperation with the Department to evaluate such models as to their suitability to specified TMDL needs.

Follow data quality assurance and quality control (QA/QC) procedures, which adhere to commonly accepted professional practices, and meet DEAR standards. Document and report all QA/QC efforts. Assemble all data sets, databases, and associated documentation such that all information is directly and effectively usable on DEAR computers. Store all project related data, model setups, model runs, model outputs, and other information in a well organized format that is properly backed-up to prevent data losses.

Set up new or revised existing watershed and receiving water model applications to support TMDL development. Revisions may include having the contractor refine, expand, or redefine the spatial and temporal domains and associated input data. Revision efforts may include working with stakeholders, in association with the Department staff, to establish model structure that appropriately represents pertinent specific hydrologic, hydraulic, hydrodynamic, and water quality characteristics of watersheds and receiving waters of the area where TMDLs are being developed.

Perform model application planning to identify appropriate spatial and temporal resolution to meet immediate TMDL development needs, in a manner to allow potential future revisions such as increased spatial and/or temporal resolution as maybe appropriate to evaluate pollutant source load reductions and system response.

Efforts may include calibration and validation through parameter optimization, as well as model accuracy assessments at differing time and spatial scales. Model setup and evaluation will follow professional standards for dividing data into sets for calibration and validation, as well as for documenting process.

Work with the Department to identify potential issues of sensitivity in model applications and carry out sensitivity analyses on models as applied, which would include assessing sensitivity of variant parameterization and data inputs. Model parameter sensitivity assessments may be required to be performed at differing spatial and temporal domains.

Assist in performing scenario analyses to support water quality target setting for TMDL development. These analyses may include land cover alternatives, land management alternatives, facility management, receiving water management, and implementation of structural control measures.

Provide training to the Department staff to ensure that deliverables, especially model applications, are properly applied and to present the process for setting up the model(s) to new domain areas.

Provide review, of model applications and address technical comments as appropriate.

- B. Example Tasks – Technical Reports and Documentation. Maintain records of model runs made, data sets used, and results obtained. Specifically identify, make comments, and report any code modifications made to publically distributed software, and ensure that such alterations can be run on the Department computers. Submit to the Department any model code alterations made in support of task assignments under this contract, in both report and operational formats. Such code modifications can be published or released by the Department (i.e., will become Public Domain). Any code alterations

shall be documented and include how the modifications are to be applied to support use by the Department and others.

Specifically describe any programs prepared or used in analyses performed in support of task assignments that are not part of commercial off-the-shelf statistical software, including the coding. Describe the basis for analysis selection, and report on the accuracy of the statistical analyses applied, following common professional standards.

Report on model calibration and validation efforts, source of data used for model calibration and validation, statistical methods used to evaluate the goodness of fit of the model simulates and performance criteria used in the statistical analyses, and on model sensitivity, uncertainty, and scenario analyses.

Draft sections of technical reports for review and comment by the Department. Make all necessary revisions based on the Department comments. Assist the Department and stakeholders with inter- and intra-agency reviews and comments on draft technical documents.

Provide reports and briefings (in hard copy or electronic formats, as established in task assignments) to the Department and stakeholders. Assist the Department in informing local stakeholders of the basis for the selection and implications of modeling activities. This may include conference calls, development, and presentation of briefings at public meetings, meetings with identified stakeholders, or web-based briefings.

Identify and appropriately document any publications used to support modeling. Documentation should follow such standards as established by Modern Language Association (MLA) or American Psychological Association (APA). This would include citing data sources used for development of model parameterizations, or other as supports task assignments.

Keep a record of calls, summary notes, and correspondence (electronic or hardcopy) relating to technical issues and outcomes associated with efforts undertaken for each task assignment, including all communication with the Department, model developers, other experts, and affected stakeholders.

Prepare TMDL modeling report sections for review and comment, incorporate revisions as directed by the Department, and maintain records of incorporated comments. Maintain organized records of public comments provided through the Department or provided in public meetings, and draft responses to public comments.

Advise the Department staff in a timely manner of limitations identified in the course of modeling that would preclude successful completion of assigned task assignment under established timelines or according to reasonable scientific standards. In such cases, task assignments may be revised or canceled at the Department discretion. Such reporting does not preclude or release responsibilities of accepted and fully executed task assignments.

Research information, assemble background papers, prepare white papers, prepare opinion papers, and other materials for working group meetings. Citation of materials reviewed shall follow professional standards such as those established by APA.

- C. Example Tasks – Support for BMAP Load Allocations and Load Assessments. The model setup and structuring shall be done in a manner such that outputs may be readily adapted and used by the Department for BMAP pollutant load allocation assessments. The relative applicability and adaptability of outputs will be determined by the Department.

Provide technical support to the Department to identify loading hot spots in the watershed, and evaluate the effects of alternative land management practices and implementation of best management practices (BMPs) on watershed nutrient loads through scenario analyses.

Review and assess available data and applicable publications. Report on such activities as requested, which may include providing sources, contacts, citations, or other pertinent information as established by Task Assignment.

- D. Example Tasks – Support for Reasonable Assurance (RA) Plans, Pollutant Reduction Plans, Class III-Limited Petitions, SSAC Petitions, and Water Quality Based Effluent Limit (WQBEL) Studies. Assist in the production of plans and reports in support of pollutant reduction activities addressed through RA Plans, Pollutant Reduction Plans, and Water Quality Based Effluent Limit (WQBEL) studies. This may include development of monitoring plans to evaluate effectiveness of pollutant reduction projects and system response to such management activities.

Assist the Department and stakeholders in the development or assessment of Class III-Limited Petitions and Site Specific Alternative Criteria, following all the preparation requirements.

3.04. Task Assignment Process. Specific assignments will be accomplished through the issuance and acceptance of task assignment. Each task assignment will provide specific scopes, schedules, level of effort, deliverables, and costs. Task assignment may include identification of specific sub-tasks, associated timelines, success metrics, and fees, which may be separately invoiced upon successful completion, during the task assignment. Contractors have the capacity to accept and execute multiple task assignment on a simultaneous basis, based upon staff availability. No cost incurred by the contractor will be billable to the Department except through specific task assignment. No reimbursable costs, including hourly billing of staff time, may be incurred for a task assignment prior to the task assignment being fully executed by both parties. No minimum amount of work is guaranteed under the contract. The State of Florida has requirements of penalties, metered out as fee reductions, for failures to meet contracted timelines. Unsuitable submissions, regardless of cause, will be the responsibility of the contractor, are not automatic bases for time extensions within task assignment or the contract. It is at the Department's discretion that any time extensions may be allowed.

The Department may add to, or modify, any of the general procedures outlined in this Solicitation as necessary and as mutually agreed upon by the Department and the contractors. The Department reserves the right to task the contractor to perform other services that are deemed necessary by the Department to be performed, which are related to the services outlined in this document.

In the event of any changes to the contractor's key personnel (or subcontractor key personnel) that will be performing work under the contract, the proposed replacement personnel must be at least equal in qualifications, experience, and abilities of the incumbent, whose suitability will be determined by the Department. All changes to personnel serving this contract must be pre-approved by the Department's Contract Manager. In order to facilitate this process, the qualifications, experience, abilities, and hourly rates for the replacement personnel shall be provided to the Department's Contract Manager for review. It is at the sole discretion of the Department to determine if the replacement personnel are equal in qualifications, experience, and abilities of the incumbent. Failure to maintain levels of expertise as identified in the proposal and in subsequent task assignments may be a basis for the Department to cancel any activities under this effort or preclude assignment of any additional services under this effort.

3.05. Deliverables. Each task assignment issued will include the specific work to be undertaken, including the deliverables, due dates, performance measures, and associated funding for the identified level of effort. Selected contractor(s) will be able to negotiate on the specifics of any task assignment, which may include planned approach of analyses, specifics of level of effort by identified staff, and associated fees. All fees will require complete documentation as to the basis of costs, including: personnel rates, time allotted, travel estimates, document production, and indirect costs. Alteration of deliverables or fees identified in task assignment will require amendment as per the Department procedures. However, timelines for task assignment can be amended by written agreement (hardcopy or e-copy) between the Department and contractor. Task assignment timelines may extend beyond the final close dates of the initial Task Assignment only via formal amendment of the task assignment, following the Department procedures. Records of all changes to a task assignment will be maintained, and include the rationale for requested changes, specifics of the Department response, including statements as to accountability for needed changes from the initial task assignment. Any request for changes to task assignments will require documentation as to the basis for change, and document why issues were not specifically addressed or considered in the initial task assignment.

All product deliverables become the Department property and are subject to Florida's open records laws. Proprietary materials can be protected, but they must be clearly identified prior to use and submission. If

any identified data are proprietary, the contractor must cooperate with the Department to secure these items for routine access and distribution to all relevant stakeholders, as required under Florida or federal law. All modeling results must be able to be fully replicated using public domain software on DEAR computers, by DEAR staff. Any amendments, enhancements, or other changes, to public domain models in support of the efforts under this contract will be required to be supplied to the Department.

Modeling activities and analyses will be performed using watershed and receiving water models publicly available and routinely used in Florida. Examples of such software include: BATHTUB, EFDC, HSPF, LSPC, SWMM, WAM, and WASP. Individual task assignments will specify requirements for the format of submitted data, including model input and output data, as well as model run information for calibration and validation. All modeling results submitted to the Department must be able to be replicated using the files as submitted and using public domain modeling software. If any amendments or enhancements, to public domain models is determined to be appropriate to support the Department needs, those changes will be documented in modeling code, as well as in provided reports, and such alterations and enhancements, will be public domain as part of deliverables to the Department. If proprietary software is to be used as part of modeling efforts, even if delivered data input decks remain able to be utilized by public domain versions of modeling software, and data outputs are the same, such proprietary models must be identified to the Department as part of developing task assignments. If such proprietary models are to be used as a basis for achieving or proposing deliverable timelines, this must be disclosed to the Department as part of establishing task assignments. The Department may require verification of such software's use of provided input decks and outputs, as well as verification of comparable modeling results from public domain software. All tools, all software, used in developing products for the Department will be specifically disclosed.

Reporting will at times include electronic copies of products identified, with hard copies as specified in task assignments. Electronic copies must be readable and useable on the Department equipment. The Department currently uses Microsoft Office products, such as Access, Excel, and Word, running on PC platforms. Deliverables in any other format must be specifically identified in task assignments, and in all cases deliverables must be readily accessible by the Department and must be error free on DEAR computer platforms. It will be the full responsibility of the contract to ensure full legibility on the Department equipment. Deliverables will be deemed unsuitable if there are readability issues on the Department computers. Such readability issues will not be a basis for time extensions or alteration of established deliverables.

All data compilations must include mechanisms for data security and back-up as necessary to provide reasonable assurances for prevention of data loss. This statement is intended to prevent any need of duplication of efforts due to data loss. Data herein refers to all digital materials relevant to deliverables identified and agreed to under the task assignment.

3.06. Cost Assumptions. The cost to participate in meetings and teleconferences should be estimated as a function of the contractor's personnel participating in the project. Meeting participation is specifically a separate activity from preparation for meetings, including development of any meeting materials. Travel will be from the closest contractor facility for which suitable staff are located. Staff suitability to provide a service will be established by consensus between the Department and the contractor. Total time associated with travel will be based upon travel time to and from event, duration of meetings, and any other activities identified prior to travel.

Contractor staff attending a meeting for which travel is necessary will be authorized through the Department's existing Travel Authorization process, prior to the travel taking place. A reasonable expectation is that only one or two people familiar with the development of the modeling activity, and with appropriate skills for briefing, will attend meetings (to be held at locations throughout Florida). The Department will entertain special circumstances of additional attendees, but as with all travel this must be authorized prior to occurrence. For cost reimbursement travel, contractors should expect ten business days, post receipt by the Department, for Travel Authorizations to be processed. The Department will be the final arbitrator as to individual travel.

The Department may set up public meetings for the contractor to present modeling results and other findings to local stakeholders. The Department will provide rooms, projectors, and other routine equipment

to support the contractors in providing public briefings. It is expected that any unique requirements such as computers running models or other will be supplied by the contractor.

For reimbursement of travel costs meals, expected per diem, housing costs, incidental costs, and mileage (explicitly State of Florida mileage rate) must be pre-approved through a travel authorization, and must follow the Department guidelines. Reimbursable costs will follow the Department rules and guidelines.

Travel may be set as part of a fixed fee task assignment, but will require documentation of proposed costs and may not be altered as to individuals in attendance, except by prior approval by the Department.

3.07. Invoicing. All materials and products, identified as part of a task assignment, or specific sub-task, must be accepted in full by the Department Contract Manager and any Technical Manager, and meet all the Department requirements prior to invoicing. No partial submittals for any task or subtask will be acceptable for invoicing. Invoicing may only follow the timeline, products, and requirements set in each task assignment. Acceptance of deliverables for each fixed fee subtask must be in full prior to invoicing. Acceptance of deliverables will be based upon review by the Department contract and technical managers, in accordance with specifics identified. Upon acceptance of deliverables, contractor may invoice the Department.

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SECTION 4.00 – SPECIAL CONDITIONS

4.01. Definitions. Listed below are definitions specific to this Solicitation:

- a) “Associated Business Entity” shall mean a Business Entity that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by, or is under common control with the Respondent; including but not limited to, the following: i) a Business Entity twenty percent (20%) or more of whose outstanding voting securities, membership interests, or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Respondent, ii) a business entity which directly or indirectly owns controls, or holds, with power to vote, twenty percent (20%) or more whose outstanding voting securities, membership interests, or partnership interests are directly or indirectly owned, controlled, or held with power to vote, by the Respondent.
- b) “Business Entity” includes firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, companies, fiduciaries, corporations, and all other groups or combinations.
- c) “Control” means the ability, directly, or indirectly, to direct the management or policies of an entity, whether through ownership of securities, by contract, or otherwise, including through common officers, directors, executive, partners, shareholders, employees, members, or agents who are active in the management of an entity.

4.02. Additional Quantities. For a period not exceeding the term of this Solicitation, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms, and conditions.

NOTE: *This section supersedes Section 5.00, General Contract Conditions (PUR-1000), Section 5.05, Additional Quantities.*

4.03. Additions or Deletions. During the term of the contract resulting from this Solicitation, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items or services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and contractor. Prices of added or revised items shall be mutually agreed upon by the Department and contractor.

4.04. Compliance with Laws. The Respondent 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 287, F.S., and Chapter 60A, F.A.C., govern the contract. By way of further non-exhaustive example, the Respondent 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. Violation of any such applicable laws, roles, codes, ordinances, or licensing requirements shall be grounds for contract termination.

4.05. Conflict of Interest. The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

4.06. Disclosure. Information will be disclosed to Respondents in accordance with Florida statutes and rules applicable to this Solicitation after evaluations are complete.

4.07. Disclosure of Litigation. The contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the contractor, or, to the extent the contractor is aware, any of the contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises during the term of the contract and extensions thereto, to which the contractor (or, to the extent the contractor is aware, any Subcontractor hereunder) is a party, and which involves:

- a) a claim or written allegation of fraud against the contractor or, to the extent the contractor is aware, any subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. All notices under this section must be provided to the Department within thirty (30) business days following the date on which the contractor first becomes aware of any such litigation, investigation, arbitration or other proceeding (collectively, a Proceeding). Details of settlements, which are prevented from disclosure by the terms of the settlement, may be annotated as such.

4.08. E-VERIFY Program for Employment Verification.

- A. The employment of unauthorized aliens by any contractor or vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor or vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. The contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this contract.
- B. Pursuant to State of Florida Executive Order No. 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system (www.dhs.gov) to verify the employment eligibility of all new employees hired by the contractor during the contract term. Also, the contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

4.09. Financial Consequences. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion: 1) terminate the contract for failure to perform; 2) suspend all work until satisfactory resolution is achieved; 3) request a reduction in requested payment; or 4) the Department Contract Manager may, by letter specifying the failure of performance under the contract, request that a proposed Corrective Action Plan (CAP) be submitted by contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in the Department's termination of the contract for cause as authorized in the contract.
- B. Upon Department's notice of acceptance of a proposed CAP, contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve the contractor of any of its obligations under the contract. In the event the CAP fails to correct or eliminate performance deficiencies by contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the contract for failure to perform. No actions approved by Department or steps taken by contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the contract as specified by the Department may result in termination of the contract.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the contract.

4.10. Firm Response. The Department may make an award within one hundred eighty (180) days after the date of the Response opening, during which period the Response submitted shall remain firm and shall not be withdrawn. If an award is not made within one hundred eighty (180) days after the Response opening date, the Response shall remain firm until either the Department posts an Agency Decision or the Department receives a written notice from the Respondent that the Response is withdrawn, whichever occurs first. Any Response that expresses a shorter duration shall be rejected.

NOTE: This section supersedes Section 2.00, General Instruction to Respondents (PUR1001), Section 2.14, Firm Response.

4.11. Forum Selection and Choice of Law. The 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 the 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 of invalidity, without invalidating the remainder of such provision or the remaining provisions of this contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

4.12. Insurance. The contractor selected under this Solicitation shall maintain during the life of the contract, Workers' Compensation Insurance for all of its employees connected with the contract and, in case any work is subcontracted, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, the contractor shall provide adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected.

The contractor shall secure and maintain comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 annual aggregate for bodily injury and property damage; automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The contractor's current certificate of insurance shall contain a provision that the insurance will not be cancelled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The selected contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the Department's Contract Manager, with the exception of ten (10) days-notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates evidencing all of the above insurance coverage prior to the execution of a contract with the Department. The insurance certificate must name the Department as an additional insured and reference the DEP Contract Number. Copies of new insurance certificates must be provided to the Department's Contract Manager with each insurance renewal.

NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000), Section 5.35, Insurance Requirements.

4.13. Invoicing and Payment. As consideration for the commodities rendered under this Solicitation, the Department shall pay the vendor(s) as specified on the purchase order(s). Payments shall be made in accordance with Section 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to the Respondent due to preparation errors will result in a delay in payment. All bills for amounts due under this Solicitation shall be submitted in sufficient detail as may be required by the Department for a proper pre-audit and post-audit.

NOTE: This section supersedes Section 5.00, General Contract Conditions (PUR-1000), Section 5.15, Invoicing and Payments.

4.14. Laws and Permits. The selected contractor must comply with all local, state, and federal laws, rules, regulations and codes whenever work is being performed under the contract. All permits and licenses required for the selected contractor's company operations under the contract must be obtained by the selected contractor and maintained for the duration of the contract. The Department will not pay for the cost of licenses or permits required by the selected contractor for company operations.

4.15. Misrepresentations. All information submitted and representations made by the Respondent are material and important and will be relied upon by the Buyer in awarding the contract. Any misstatement or omission (a "Misrepresentation") shall be treated as a fraudulent concealment of the true facts relating to submission of the Solicitation. A misrepresentation shall be a basis for Buyer to disqualify the Respondent from participating in this Solicitation, and any re-solicitation pertaining to this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation) and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

4.16. Performance Bond. No Performance Bond is required, however, the Department reserves the right to require Performance Bonds for specific tasks under any contract resulting from this Solicitation. The surety shall be in a form acceptable to the Department, such as a bond, cashier's check, certified check or money order. A Surety must be authorized to do business in the State of Florida. The Performance Bond shall be executed and furnished to the Department within ten (10) calendar days prior to the contractor beginning work under the contract. The Performance Bond must state that it includes coverage of liquidated damages assessed against the contractor.

4.17. Qualifications. The Respondent must prove to the satisfaction of the Department that they have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this Solicitation. The Respondent must provide contact information for references from at least five (5) separate and verifiable clients of the bidder OTHER THAN the Department which have been in place for at least one (1) continuous year. The clients listed shall be for services similar in nature to that described in this Solicitation. The Department shall contact three (3) of the client references, chosen at the discretion of the Department, in order to determine the prospective bidder's ability to provide the required services listed in Section 3.00, Technical Specifications. (See Client References Form, Section 9.00 and Evaluation of Past Performance, Section 10.00). Failure to receive a satisfactory or better performance evaluation shall result in the prospective proposal being rejected. References should be available to be contacted during normal working hours. The Department will attempt to contact each selected reference by phone up to three (3) times during the duration of one week. In the event that the contact person cannot be reached, the Respondent shall receive an unsatisfactory evaluation.

Any Respondent or associated business entity who has provided the services listed in Section 3.00, Technical Specifications over the past five (5) years for the Department will also be evaluated as described above. Failure to receive a satisfactory or better performance evaluation shall result in the bid being rejected.

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

4.18. Samples. The Department reserves the right to request samples of Respondents product for testing and evaluation during the Solicitation process. Samples will be provided within twenty (20) days at no cost to the Department. The Department will return samples to Respondent within sixty (60) days after the award of the contract if written request and return, postage paid packaging is provided by Respondent at the time of sample submission.

4.19. Subcontracting. The prospective contractor shall not subcontract, assign, or transfer the obligation to provide or perform any of the services sought under this Solicitation, with the exception of those subcontractors identified in the prospective contractor's proposal, without the prior written consent of the Department.

The selected contractor will be responsible for the fulfillment of all work elements included in all subcontracts and shall be solely responsible for payment of all monies due under any subcontract. The Department shall not be responsible for any expenses or liabilities incurred under any subcontract.

The Respondent shall take all actions necessary to ensure that their employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

In accordance with the terms of the Acknowledgment Form, should a Respondent respond to this Solicitation as both prime contractor and as a subcontractor, the Respondent may not disclose to any other Respondent or subcontractor what prices or terms Respondent has included in its Response as a prime contractor.

All proposals to this Solicitation to provide services as prime contractors which are received from affiliated entities (those with any common ownership, management or control), shall be rejected if discovered prior to selection and any award or contract thereon shall be terminated if discovered subsequent thereto.

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

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SECTION 5.00 – GENERAL CONTRACT CONDITIONS (PUR 1000)

5.01. Definitions. The definitions in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

5.02. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsection 287.057 (15) and (16) of the Florida Statutes.

5.03. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

5.04. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchased of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-in. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5.05. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the responses to the solicitation.

5.06. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

5.07. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

5.08. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and State and Federal requirements relating to clean air and water pollution.

5.09. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

5.11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

5.12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least

inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

5.13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

5.14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

- (a) For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- (b) Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.
- (c) Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

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

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

Payment shall be made in accordance with section 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

5.16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes

levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

5.17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expenses to the Customer.

5.18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, F.S. and Section 216.347, F.S. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlist.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

5.19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or person tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

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

The Contractor's obligation under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable

for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

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

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

5.21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

5.22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

5.23. Termination for Cause. The Buyer may terminate the Contract if the Respondent 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. In addition, the Buyer may terminate the contract if it discovers or determines that response to the solicitation, which led to award of the contract to Respondent. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

5.24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent

to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contract shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to any by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

5.25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specification, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

5.26. Renewal. Upon mutual agreement, the Customer may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

5.27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

5.28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

5.29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

5.30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

5.31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

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

5.33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the

Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

5.34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

5.35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

5.36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

5.37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

5.38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.39. Leases and Installment Purchases. Prior approved of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

5.40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

5.41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this

contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

5.42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

5.43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

5.44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

5.45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

5.46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5.47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 6.00 – RESPONSE FORM

On the following page, the Respondent shall provide fully loaded rates (\$/hour) for the personnel classifications/individuals it intends to use if awarded the contract. In addition, other costs (i.e., computer usage, word processor equipment charges, etc.) anticipated to be necessary for work under the contract shall be provided on the following pages on a per unit basis. The Respondent shall also provide any subcontractor or expense handling fees it intends to charge the Department. If the Respondent intends to use subcontractors, the Respondent shall provide rates for the intended subcontractors in accordance with the requirements herein. No additional charges or fees will be considered.

Notes: A maximum subcontractor or handling fee (for cost reimbursement items) of five percent (5%) shall be allowed.

The rates listed in the contractor's proposal shall be current and effective during the first two (2) years of the contract. The contractor may request an increase in rates each year after the initial period of the contract, including the possible renewal period(s).

Requests for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the contract in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the contract may be terminated pursuant to paragraph 19, termination for convenience.

The following information pertains to the following rates:

- Daily costs shall reflect a straight eight-hour work day.
- Travel expenses and per diem, if authorized by the Department Contract Manager, shall be in accordance with the requirements contained in Chapter 112.061, F.S., and must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be at rates currently allowed for State of Florida employees.

If sufficient space is not provided in any category, attach additional sheets using the same format. Prices shall be in U.S. dollars. A blank field denotes a non-available item.

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- A. **LABOR:** Labor costs shall include overhead, general and administrative, profit and any other related costs. There will be no minimum charge. Respondents should include personnel titles below, along with others used by a firm, in submitting staff qualifications, and proposed staff to serve any work assignments if selected.

Table 1 Labor Rate and Associated Costs Table	
Personnel Title	Hourly Rate
Principal/Manager	
Senior Program Manager	
Program Manager	
Associate Program Manager	
Senior Project Manager	
Project Manager	
Senior Scientist III	
Senior Scientist II	
Senior Scientist I	
Scientist II	
Scientist I	
Administrative Assistant	
Other	
Other	
Other	

Identify all multipliers included in the above rates by percentage and application. Such rates, with the exception of fee, must be supported by audit.

- Fringe Benefits (must be supported by audit): _____ % of Direct Labor
- Overhead/Indirect (must be supported by audit): _____ % of _____
- Fee (**maximum of 10%**): _____ % of _____
- Subcontractor/Handling Fee (**maximum of 5%**) _____ % of _____

Name of Respondent /Company: _____

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B. **TRAVEL:** Authorized travel expenses and Per Diem incurred under a fee schedule/cost reimbursement task assignment must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be made in accordance with Section 112.061, F.S. No allowances shall be made for meals when travel is confined to city or town of the official headquarters or immediate vicinity (within fifteen (15) miles of the city or town of the official headquarters) of the contracted personnel.

For fixed price tasks, travel expenses shall be negotiated by both parties and factored into the fixed price amount of the task assignment. No additional travel expenses will be authorized.

Signature: _____

Name of Respondent /Company: _____

Printed/Typed Name of
Authorized Signatory and Title: _____

Footnotes, notation, and exceptions made on this form shall not be considered.

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SECTION 7.00 – EVALUATION CRITERIA
(FOR DEP USE ONLY)

Respondent's Name: _____

Reviewer Code: _____

	Maximum Raw Score Possible	Raw Score		Weight Factor		Maximum Points Possible
Tab A. Acknowledgement Form	0		X	0	=	0
Tab B. Technical Response						
1. Introduction ¹	4		X	1	=	4
2. Project Approach ¹	4		X	2	=	8
3. Organizational Plan ¹	4		X	1	=	4
4. Qualifications and Experience of Proposed Personnel						
A. Experience providing support for TMDLs through the following: ^{1, 2}						
1) Evaluation and selection of appropriate models for TMDLs and identification of modeling data needs	4		X	3	=	12
2) Data compilation and organization in the assessment of model input, pollutant sources, pollutant loads, model calibration and validation, or other relevant data handling ¹	4		X	2	=	8
3) Water quality data statistical analyses to assess data trends, data trends over differing time scales, effects of sampling scales, extending data sets	4		X	3	=	12
4) Experience with initial setup and revision of existing models including parameterization, calibration and validation; including HSPF, LSPC, EFDC, WASP, BATHTUB, WAM, ModFlow and others: specify models and domain applied	4		X	4	=	16
5) Experience with model application developed by your team, and those created by others, in performing sensitivity, uncertainty, and scenario analyses, and evaluation of land use, land management, facility management, or receiving water management	4		X	4	=	16
6) Assisting clients in the use of developed model applications and assisting clients in model application development to new domain areas	4		X	4	=	16
7) Model enhancement through new code construction, documentation, and implementation as to extend public domain model capabilities - examples might include new extensions for nitrogen fixation, sediment diagenesis, other ecological responses, or hydrologic/hydraulic conditions, to date	4		X	3	=	12
B. Experience providing support for BMAPs, reasonable assurance (RA) Plans, Pollutant Reduction Plans, Class III – Limited Plans, SSAC's, and WQBEL, through the following: ^{1, 2}						
1) Application of existing model setups and data sets for the evaluation of load allocations	4		X	2	=	8
2) Application of existing model setups to evaluate pollutant load reduction scenarios	4		X	2	=	8
3) Use of existing model setups for determining natural background conditions	4		X	2	=	8
4) Point source load modeling in support of WQBEL development in support of NPDES permitting and wasteload allocation assessments	4		X	2	=	8
C. In Florida watersheds, or present the basis for other locations being relevant, application of modeling activities in support of: TMDL development, load allocations, data development in support of such modeling, establishing natural background conditions for watersheds, performing mixing zone assessments ^{1, 2}	4		X	1	=	4
D. Experience with providing technical support for rulemaking efforts ^{1, 2}	4		X	1	=	4

Respondent's Name: _____

Reviewer Code: _____

	Maximum Raw Score Possible	Raw Score		Weight Factor		Maximum Points Possible
E. Experience with habitat and biological assessments in aquatic systems ^{1, 2}	4		X	1	=	4
F. Experience with government (public) sector facilitation and interagency collaboration ^{1, 2}	4		X	1	=	4
G. Assistance with development of water quality standards ^{1, 2}	4		X	1	=	4
H. Experience with scientific and technical support of watershed restoration: ^{1, 2}						
1) Experience in evaluating data to assess nonpoint source load identification	4		X	1	=	4
2) Experience in design of nutrient reduction protocols	4		X	1	=	4
3) Experience in implementation of nutrient reduction plans, including explicit, technical, and design requirements, implementation, and verification	4		X	1	=	4
4) Experience in evaluation of nonpoint source reduction on program and project scales	4		X	1	=	4
5. Project Management						
A. Management and Communication Methods ¹	4		X	3	=	12
B. QA/QC Methods ¹	4		X	1	=	4
6. Written Proposal for Sample Task Assignments Project						
A. Task 1 ¹ – Tidal and Freshwater Stream TMDL Development	4		X	10	=	40
B. Task 2 ¹ – Lake TMDL Development	4		X	10	=	40
C. Task 3 ¹ – Estuary and Tributary TMDL Development	4		X	10	=	40
D. Task 4 ¹ – BMAP Assistance	4		X	5	=	20
Tab C. Past Performance ³						
A. Client #1 (DEP, if applicable) ⁴	22		X	2	=	44
B. Client #2 ⁴	22		X	2	=	44
C. Client #3 ⁴	22		X	2	=	44
Tab D. Respondent/Subcontractor Summary Form (Section 11.00) Subcontractor Documentation: Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.	0		X	0	=	0
Tab E. State Project Plan	0		X	0	=	0
Tab F. Response Form (Sample Task Costs ³)						
A. Task 1 ³ - Tidal and Freshwater Stream TMDL Development	40		X	1	=	40
B. Task 2 ³ - Lake TMDL Development	40		X	1	=	40
C. Task 3 ³ - Estuary and Tributary TMDL Development	40		X	1	=	40
D. Task 4 ³ - BMAP Assistance	30		X	1	=	30
Tab G. Additional Documents	0		X	1	=	0
Maximum Total Numerical Rating						614

Notes:

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

<u>Raw Score</u>		
0	=	This element of the evaluation criteria was not addressed .
1	=	This element of the evaluation criteria is unsatisfactory .
2	=	This element of the evaluation criteria is average .
3	=	This element of the evaluation criteria is above average .
4	=	This element of the evaluation criteria is superior .

2. Failure to submit a letter of commitment from an intended subcontractor identified in the response shall result in the disallowance of the qualification and experience of that subcontractor from consideration in the evaluation process.
3. The Respondent submitting the lowest total budget (LTB) for all tasks listed in the Sample Project will receive the maximum points for the cost element of the evaluation. The other Respondents' scores (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent. The formula used to determine the points awarded is:

$$\text{Cost Points Awarded} = (\text{LTB}) / \text{Proposal Budget being Considered (PB)} \times 150$$

4. References: Past performance will be scored based on answers to a standard group of questions (see Section 10.00) received from three (3) of the Respondent's clients, including one (1) DEP reference, if applicable. (If no DEP reference is applicable, the second reference will then also be a non-DEP reference.) A Department representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The Department will attempt to contact the reference by phone up to a maximum of two (2) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for this element of the evaluation. The Department will not attempt to correct incorrectly supplied information.
5. Failure of the Respondent to provide any of the information required in the technical Response portion of the proposal shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost/price, which shall result in the Response being deemed non-responsive and rejected.

Please notify the DEP Procurement Officer (see Section 1.02) at least ten (10) days prior to the due date for Responses if an accommodation because of a disability is required in order to participate in this procurement opportunity.

SECTION 8.00 – CERTIFICATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
- 4) In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Signature)

(Type Name)

(Company Name)

(Address)

(City, State, Zip)

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SECTION 9.00 – CLIENT REFERENCES FORM

The Respondent must provide a minimum of five (5) separate and verifiable Clients, for which work similar to that specified in this Solicitation has been performed. The same client may not be listed for more than one (1) reference. Information on each Client must be provided on the following pages; however, additional pages may be used as necessary. Confidential Clients shall not be included. **Respondents who do not submit the required information will be deemed non-responsive and therefore, rejected.**

NOTE: Period of Service dates must verify that the services have been ongoing for at least one (1) year.

Client #1:		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

Client #2:		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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Client #3:		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

Client #4:		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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Client #5:		
Name:		
Address:		
Contact Person:	Email Address:	
Phone Number:	Fax Number:	
Period of Services: <i>(dates must demonstrate at least one (1) continuous year of service)</i>	From:	To:
Approximate Contract Value:		
Brief description of services provided:		

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SECTION 10.00 – EVALUATION OF PAST PERFORMANCE
(FOR DEP USE ONLY)

The following questions will be posed to the references. Answers will be ranked from 1 to 5 (5-excellent, 4-above satisfactory, 3-satisfactory, 2-below satisfactory, 1-unsatisfactory). The scores for all individual references (DEP and non-DEP) will be totaled and averaged. Failure to receive a satisfactory or better performance evaluation (a score of 3.0 or above) for this average shall result in the prospective vendor's bid being rejected, and the next lowest responsive bid shall be considered in accordance with the provisions of this section.

Name of the Reference: _____

Respondent's Name: _____

Date of Interview: _____

Person Conducting Interview: _____

Reference's Signature and _____

Date: _____

Describe the work the Respondent performed for your company:

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

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

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

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

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

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

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

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

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

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

Total Score (Out of possible 22): _____

SECTION 11.00 – RESPONDENT / SUBCONTRACTOR OR (TEAM, IF NOT SUBCONTRACTOR) SUMMARY FORM

Section A	RESPONDENT IDENTIFICATION (To Be Completed By The Respondent.)
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As Respondent to this Solicitation, I / we intend to utilize the following Team in connection with this project: In the spaces provided below, list the name of the Respondent and indicate the Office of Supplier Diversity business category of each one listed.

	INDICATE THE ONE OFFICE OF SUPPLIER DIVERSITY CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																						
	STATE NON-MINORITY BUSINESS CLASSIFICATION			CERTIFIED MBE				NON-CERTIFIED MBE				NON-PROFIT ORG.											
	NON-MINORITY (A)	SMALL BUSINESS (STATE) (B)	SMALL BUSINESS (FEDERAL) (C)	GOVERNMENTAL AGENCY (D)	NON-PROFIT ORGANIZATION (F)	P.R.I.D.E. (G)	VETERAN BUSINESS ENTERPRISE (L)	AFRICAN AMERICAN (H)	HISPANIC (I)	ASIAN/HAWAIIAN (J)	NATIVE AMERICAN (K)	AMERICAN WOMAN (M)	VETERAN BUSINESS ENTERPRISE (W)	AFRICAN AMERICAN (N)	HISPANIC (O)	ASIAN/HAWAIIAN (P)	NATIVE AMERICAN (Q)	AMERICAN WOMAN @	VETERAN BUSINESS ENTERPRISE (Y)	BOARD IS 51% OR MORE MINORITY (S)	51% OR MORE MINORITY OFFICERS (T)	51% OR MORE MINORITY COMMUNITY SERVED (U)	OTHER NON-PROFIT (V)
LIST NAMES OF RESPONDENT(S) AND SUBCONTRACTORS																							

Section B

ACKNOWLEDGEMENT (To Be Completed By The Respondent(s).)

I / WE HEREBY CERTIFY that, as Respondent to this Solicitation, that the information provided herein is true and correct.

Name of Respondent #1

Name of Respondent #2

Signature

Date

Signature

Date

Print Name/Title

Print Name/Title

*****IMPORTANT*****

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

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

SECTION 12.00 – TASK ASSIGNMENT FORM

DEP CONTRACT NO. _____

Task Assignment Number: _____ Date: _____

Contractor Name: _____

Contractor Representative: _____

DEP Contract Manager: _____

Task Description (Use additional sheets if necessary): _____

Deliverables: _____

Performance Measures: _____

Financial Consequences: _____

Period of Performance: Execution of Task Assignment through _____

TASK ASSIGNMENT TYPE AND NOT TO EXCEED AMOUNTS:

FEE SCHEDULE	COST REIMBURSEMENT

TOTAL TASK ASSIGNMENT VALUE \$ _____

Funding Information:

Org. Code	E.O.	Object Code	Budget Entity	Special Category	Grant #	Year	Amount
37							\$
37							\$
37							\$

CONTRACTOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager Date

Contract Manager Date

APPROVED:

Budget Representative Date

Contractual Authority Date

cc: Procurement Section (MS93)
Bureau of Finance & Accounting (MS78) - 2 copies

SECTION 14.00 – CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

SECTION 15.00 – PROPOSED CONTRACT

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2016004C a prospective contractor has agreed to accept the terms and conditions of the contract contained in this Section. The Department reserves the right to make modifications to this contract if it is deemed to be in the best interest of the Department or the State of Florida.

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PROPOSED CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and _____ (Name of Entity) whose address is (Specify Address) (hereinafter referred to as the "Contractor"), a _____ (Specify Type of Organization), to support services for Total Maximum Daily Load (TMDL) Pollutant Development Modeling Support and Related Services. The support services will provide expert skills and experience in applications of hydrology and water quality modeling for watersheds and hydraulics, hydrodynamics, and water quality modeling for receiving waters used by the Water Quality Evaluation and TMDL Program in developing TMDLs. Services will also support development of applied models for evaluation of alternative pollutant management actions in support of the Water Quality Restoration Program, and evaluation of water quality criteria by the Water Quality Standards Program.

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

- 1. Services.** The Department does hereby retain the Contractor to support services for TMDL Pollutant Development Modeling Support and Related Services, as defined herein and the Contractor does hereby agree to perform such services as outlined in DEP Solicitation No. 2016004C and Contractor's response thereto, incorporated herein by reference, and in accordance with Attachment A, Scope of Services, attached hereto and made a part hereof. Any terms and conditions of this Contract which vary from those contained in the Solicitation or Contractor's response thereto shall have precedence. The Contractor does hereby agree to conduct these services for the Department upon the terms and conditions set forth in this Contract and all attachments named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.
- 2. Standard of Care for Performance.**
 - A. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
 - B. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
- 3. Term of Contract.**
 - A. Initial Term. This Contract shall begin upon execution by both parties and remain in effect for two (2) years, inclusive. In accordance with Section 287.058(2), Florida Statutes (F.S.), the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of the Contract.
 - B. Renewal Term. This Contract may be renewed, in writing, on the same terms and conditions for a period no greater than three (3) years or the original term of the Contract. All renewals are contingent upon satisfactory performance by the Contractor.
- 4. Work Assignment.**
 - A. The Department shall authorize all work assignments utilizing a Task Assignment Form or Task Assignment Change Order Form (copies attached hereto and made a part hereof as Attachment C and D, respectively) for the products and services to be provided under this Contract.
 - B. The Contractor hereby agrees that the Contractor or its subcontractors shall not commence any work assignment until a Task Assignment has been fully executed by both the Department and the Contractor.
 - C. In the event that services are required to be performed that are not specifically set out in Attachment A, but are within the general scope of the services, the Department and the Contractor hereby reserve the right to negotiate task assignments covering the required services.
 - D. Notwithstanding any other provisions of this Contract, the Contractor may, at its sole discretion, elect not to participate in a proposed task assignment. Such election shall not preclude the Contractor from participating in other task assignments as the Department may request. The Contractor shall notify the Department orally, with

confirmation in writing, within three (3) business days of receipt of a Task Assignment Notification Form, of the Contractor's decision.

5. Compensation.

- A. The Department does not guarantee any minimum or maximum compensation under the Contract. The Department will authorize payments to the Contractor on an invoice-by-invoice basis.
- B. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee schedule, fixed price, and cost reimbursement basis as specified in each Task Assignment/Task Assignment Change Order Form (Attachment C and D). Funding under this Contract shall be authorized by and for each Task Assignment as issued by the Department. The Contractor is not authorized to perform services that exceed the funding amount issued for each Task Assignment. Upon completion and final payment of each Task Assignment, all funds remaining from that particular Task Assignment shall be unencumbered by the Department. The Contractor hereby agrees that the Contractor or its subcontractors shall not commence work on a Task Assignment, or continue additional work under an Authorization for a Change in Scope of Work, until said Task Assignment, and additional Authorization(s) for a Change in Scope of Work, if required, has/have been fully executed by both the Department and the Contractor.
- C. On those task assignments or portions thereof, in which the Contractor is to be compensated on a cost reimbursement basis, the Contractor shall notify the Department when the Contractor believes that the services cannot be completed for the estimated cost established for the task assignment. In such event and after a review of the explanation provided to the Department, the Department and the Contractor shall mutually agree upon the extent to which (1) the Scope of Services shall be adjusted so that the task assignment may be completed for the estimated cost, or (2) the estimated cost shall be increased in order to complete the task assignment, or (3) the task assignment shall be completed at the original estimated cost. In no event, however, shall the Contractor continue to provide services once the estimated cost for the task assignment has been reached.
- D. Charges for rates or expenses which are not included in Attachment B, but which are required by the Department on a Task Assignment Notification Form, shall be compensated at rates mutually acceptable to the Department and the Contractor, and shall be evidenced by an executed Task Assignment Notification Form. In the event that the Department determines that such rates should become a part of the rate schedule attached to this Contract, the Department shall initiate a change order evidencing the rates mutually agreed to by both parties for inclusion in this Contract.
- E.
 - 1. The rates in Attachment B, which will be viewed as maximum rates, shall be current and effective for the first twenty-four (24) months of the Contract. The Contractor may request an increase in rates each year after the initial twenty-four (24) month term of the Contract, including the possible renewal period(s).
 - 2. Requests for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the Contract in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (up to a maximum of 5% in any one year). The Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the Contract.
 - 3. At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a requested decrease in the rates, the Contract may be terminated pursuant to paragraph 19. B. as a termination for convenience.

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

7. Payment Method.

- A. The Contractor shall submit invoices as specified in each executed Task Assignment/Task Assignment Change Order Form. Each invoice shall be itemized in accordance with the authorized budget categories listed below and in Attachment B, Rate Schedule, for the costs listed therein, as provided in the Contractor's response to DEP Solicitation No. 2016004C, or shall be accompanied by an executed copy of the Task Assignment Notification Form/Task Assignment Change Order Form evidencing a fixed price. Attachment E, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide Attachment E

with an invoice shall result in a delay in processing the invoice for payment. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit review thereof.

- B. The review for approval of the final deliverable(s) will be completed within thirty (30) days of receipt. The final invoice will be submitted after approval of the final deliverable(s).

8. Invoicing Requirements.

A. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements, (attached hereto and made a part hereof as Exhibit IV), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

1. Salaries/Wages - List personnel involved, salary rates in accordance with those listed in Attachment B, Rate Schedule, and hours/time spent on the project.
2. Overhead/Indirect/General and Administrative Costs - All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) are included in the hourly rates and shall not be charged separately. If the Department determines that multipliers charged by the Contractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges will be calculated based on the prevailing rate used by the State Board of Administration. Multipliers included are as follows:
 - a. Fringe Benefits - Shall be calculated at ___% of Hourly Rate.
 - b. Overhead - Shall be calculated at ___% of Hourly Rate.
 - c. Fee - Shall be calculated at ___% of total labor cost (defined for the purposes of this Contract as direct labor + fringe benefits + overhead).
3. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.
4. Travel - Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be made in accordance with Section 112.061, F.S.
5. Equipment - (Capital outlay over \$1,000 in value) – Include copies of invoices or receipts to document charges and all other documentation as required in paragraph 23 of this Contract.
6. Rental/Lease of Equipment - Equipment usage rental rates apply to use in the field only and not transportation time. The rental rates charged for equipment usage shall be invoiced to the Department in the most favorable terms (i.e., the sum of the hourly rental rate for a given day shall not exceed the daily rental rate; the sum of the daily rental rate for up to a seven (7) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for up to a four (4) week period shall not exceed the monthly rental rate) as specified in Exhibit **. Include copies of invoices or receipts to document charges.
7. Handling Fee – A markup or handling fee of _% (as identified in Exhibit **) will be allowed on subcontracted work or purchased capital equipment used to provide or perform the scope of work identified in Exhibit * if identified and approved by the DEP.
8. Other Expenses - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.

9. Prompt Payment.

A. Pursuant to Section 215.422, F.S., the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department

of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-410-9724 or 1-800-848-3792.

B. In accordance with Section 215.422, F.S., the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above, or the Department's Procurements Section at (850) 245-2361.

10. Notice. Any notices or other written communication, except invoices, between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, electronic mail, read receipt requested or delivered in person to the Contract Managers at the following addresses:

<u>Contractor</u>	<u>Department</u>
[Contractor's Name]	Department of Environmental Protection
[insert]	Bureau of [insert name]
Attn: [insert name]	Attn: [insert name]
[insert street address]	[insert street address]
[insert city, state, zip code]	[insert city, state, zip code]
[insert email address]	[insert email address]

11. Identification of Contract Managers. The Department's Contract Manager is _____, Phone (850) 245-____. The Contractor's Contract Manager is _____, Phone _____. All matters shall be directed to the Contract Managers for appropriate action or disposition.

12. Financial Consequences for Unsatisfactory Performance. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Contract for failure to perform; 2) suspend all work until a satisfactory deliverable is received; 3) request a reduction in payment amount; or 4) the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon Department's notice of acceptance of a proposed CAP, Contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by Department or steps taken by Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Contract as specified by the Department may result in termination of the Contract.

13. Insurance.

- A. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- B. The Contractor shall secure and maintain during the life of the Contract comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 annual aggregate, comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a ten (10) day notice) to the Department's Contract Manager and shall reference the DEP Contract Number. In the event that the insurance requirements in statute are changed, the coverage limits specified herein will also be increased.

14. Indemnification. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act, or failure to act, by the Contractor, its subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the full extent allowed by law.

15. Nonassignability and Subcontracting.

- A. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department; provided however, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains liable for performance of the Contract, unless the Department expressly waives such liability. The Department may assign the Contract but shall give prior written notice of its intent to do so to the Contractor.
- B. The Contractor shall not subcontract, assign, or transfer any work under this Contract, with the exception of _____; without the prior written consent of the Department's Contract Manager. The Department reserves the right to reject any subcontractor based upon prior experience. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- C. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph 13), and shall include a release of any rights, claims or liabilities against Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

16. Access and Inspection. The Contractor specifically agrees to allow authorized Department personnel to observe and inspect the work being performed under any work assignment under this Contract, including:

- A. Access to any public records that must be kept under this Contract; and,
- B. Access to any location or facility on which the Contractor is performing work, or storing or staging equipment, materials or documents.

17. Third Party Beneficiaries. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

18. Suspension.

- A. The Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Department may determine to be appropriate for any of the following reasons:
 - 1. the Contractor fails to timely and properly correct deficiencies or faulty work;
 - 2. the Contractor's insurer or surety notifies the Department that any of its insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the cancellation date;
 - 3. the Contractor or subcontractor materially violates safety laws;
 - 4. the Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension;
 - 5. for the convenience of the Department.
- B. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Scope of Services, or by the Department's failure to act within a reasonable time, the Department shall make an adjustment for any increase in the cost of performance of those services (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the Scope of Services. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:
 - 1. That performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
 - 2. For which an equitable adjustment is provided or excluded under any other provision of this Contract.
- C. The Contractor shall not be compensated for work performed subsequent to a notice of suspension by the Department.

19. Termination.

- A. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.
- C. The Department reserves the right to terminate this Contract for convenience in the event that, during the term of this Contract, there is a merger or acquisition by the Contractor of any other entity or the Contractor is acquired by or merged with any other entity under DEP Solicitation No. 2016004C. In the event of termination for convenience under this paragraph, the Contractor shall be compensated for work satisfactorily performed and irrevocable commitments made under outstanding purchase orders, without liability for anticipated profits for work not yet performed.

20. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120 F.S.

21. Public Records.

- A. The Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services under this Contract.
- B. The Contractor shall provide the public with access to public records on the same terms and conditions that the Department 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.

- C. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. The Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Contract. The Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records that are stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- E. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

22. Change Orders. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Contract.

23. Purchase of Equipment. The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Contract remains the property of the Department. The Department's Contract Manager shall be responsible for any required documentation and reporting.

24. P.R.I.D.E. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

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

25. RESPECT of Florida. 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 Section 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 dealing with such qualified nonprofit agency are concerned.

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

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

26. Non-solicitation. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

- 27. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 28. Force Majeure.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.
- 29. Forum Selection and Choice of Law.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
- 30. Document Retention and Audit.** The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 31. Ownership of Documents.** All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. The Contractor shall not copyright any material and products or patent any invention developed under this Contract.
- 32. Non-Waiver of Rights.** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
- 33. Tax Exemption.** The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal

property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

34. Disqualification.

- A. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
- B. Pursuant to State of Florida Executive Order No. 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the State contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

35. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a 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.

36. Nondiscrimination.

- A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
- C. The Contractor must comply with the Americans with Disabilities Act ("ADA").

37. Compliance with Applicable Law. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

38. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

39. MyFloridaMarketPlace Transaction Fee.

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S. (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay the State.
- B. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

- C. The Contractor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract.
- D. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- 40. Modifications Required by Law.** The Department reserves the right to revise this Contract to include additional language required by federal agency(ies) or other sources awarding funding to the Department in support of this Contract; or to include changes necessitated by DEP rule changes
- 41. Attorneys Fees.** In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorneys fees and costs.
- 42. Order of Precedence.** In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest):
1. Body of the Contract;
 2. Scope of Services;
 3. Specifications;
 4. Price Sheet;
 5. All other attachments to the Contract;
 6. DEP Solicitation No. 2016004C, inclusive of all attachments, addenda and questions and answers to the Solicitation; and,
 7. Contractor's Response to the Solicitation.
- 43. Interpretation of Contract.**
- A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Agreement; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.
- B. Unless otherwise specified, lists contained in the Contract shall not be deemed all-inclusive. Contractor acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of the Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein. Contractor further acknowledges and agrees that it has independently reviewed the Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) the Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used.
- 44. Headings.** The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.
- 45. Execution in Counterparts.** This Contract may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

46. Remedies. All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Agreement. No remedy or election hereunder shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

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

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

[CONTRACTOR'S NAME]

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: [insert title]

By: _____
[insert title] or designee

Date: _____

Date: _____

DEP Contract Manager

DEP Contract Administrator

Approved as to form and legality:

DEP Attorney

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

<u>Specify</u> <u>Type</u>	<u>Letter/</u> <u>Number</u>	<u>Description</u>
Attachment	A	Technical Specifications;
Attachment	B	Rate Schedule;
Attachment	C	Task Assignment Form;
Attachment	D	Task Assignment Change Order Form; and
Attachment	E	Subcontractor Utilization Report Form.

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SECTION 16.00 – SOLICITATION PROPOSAL CHECKLIST

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

- A. _____ The Acknowledgement Form must be completed and signed. If a Respondent fails to submit a completed Acknowledgement Form with their response the Department reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the Solicitation. Did you complete the following:
- 1) Respondent Name;
 - 2) Respondent Mailing Address;
 - 3) City, State and Zip Code;
 - 4) Phone Number and Fax Number with Area Code;
 - 5) Email Address;
 - 6) F.E.I.D. Number;
 - 7) Type of Business Entity (Corporation, LLC, Partnership, etc.);
 - 8) Sign Form (by individual authorized to bind company);
 - 9) Type Name of Signatory and Title; and,
 - 10) Primary and Secondary Contact Information?

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

- B. _____ The Technical Response Package (see 1.07) must include the following information:
- 1) Introduction (3 page limit);
 - 2) Project Approach (4 page limit);
 - 3) Organizational Plan (5 page limit);
 - 4) Qualification and Experience of Proposed Personnel (5 page limit);
 - 5) Project Management (2 page limit);
 - 6) Written Proposal for Sample Task Assignments Project (65 page limit); and
 - 7) Documentation (no page count).
- C. _____ Past Performance and Client Reference Form, Section 9.00
- D. _____ Respondent / Subcontractor Summary Forms, Section 11.00. List the name of the Respondent(s), the name of each intended subcontractor, and indicate the one business category for the Respondent.
- E. _____ State Project Plan - State Project Plan that addresses the following:
- 1) Minority-, Women-, and Service Disabled Veteran Business Enterprises;
 - 2) Environmental Considerations;
 - 3) Certification of Drug-Free Workplace (complete and sign, if applicable);
 - 4) Use of RESPECT; and,
 - 5) Use of PRIDE.
- F. _____ The Response Form (Section 6.00) must be completed and signed. **If a Respondent fails to submit a completed Response Form with their submittal, the submittal will be rejected.**
- Did you complete the following?
- 1) Prices;
 - 2) Sign Form;
 - 3) Respondent/Company Name; and
 - 4) Print/Type name of Signatory and Title.
- G. _____ Additional Documents - this section of the proposal shall contain the following:
- Certification of Drug-Free Workplace, Section 8.00 (if applicable);
 - Insurance Requirements; and
 - Disclosure of Litigation.
- H. _____ The Respondent must submit seven (7) hard copies (one (1) original and six (6) copies) and two (2) duplicate electronic copies of the entire proposal to the Department in accordance with Section 1.07. The hard copy of the proposal shall bear original signatures and be marked as the "Original". The electronic copies of the proposal may be submitted on CD, DVD, or USB-compatible memory stick and must be in .pdf format. The Department will reject proposals submitted in alternate file formats or which contain information different from that in the hard copy of the proposal

This "Checklist" is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this Solicitation.