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: March 17, 2015

SOLICITATION TITLE: INTERPRETIVE MASTER PLAN FOR THE DIVISION OF CAMA / FCO-GTM NERR
SOLICITATION NO.: 2015019C

PROPOSALS WILL BE OPENED: @ 3:00 p.m. on Wednesday, April 29, 2015
and may not be withdrawn within 180 days after such date and time.

VENDOR NAME:
VENDOR MAILING ADDRESS:
CITY-STATE-ZIP: *

PHONE NUMBER:
FREE NUMBER: *
FAX NUMBER: *
EMAIL ADDRESS: *
FEID NO.: *This individual must have the authority to bind the respondent.

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc):

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.

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SECTION 1.00 – INTRODUCTION

1.01. Purpose and Scope. The Department of Environmental Protection (hereinafter referred to as the "Department") is requesting proposals from qualified vendors to develop an Interpretive Master Plan as it relates to the "Guana Tolomato Matanzas National Estuarine Research Reserve (GTM NERR) Investigator Facilities and Environmental Education Center Upgrade Project" (PAC Grant). Our goal is to provide the Northeast Florida Community with resources and civic-minded solutions that promote ecosystem resiliency. In order to accomplish this we must first better understand the community’s needs as well as the public’s knowledge of our goals and objectives.

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) 245-2361
   kaye.robertson@dep.state.fl.us

1.03. Pre-Solicitation Conference Webinar. A Pre-Solicitation Conference is scheduled as specified in the Schedule of Events through an online Webinar. The purpose of this Webinar is to provide an open forum for the Department to review the Scope of Services and make clarifications regarding the Scope of Services, Solicitation requirements, contractual requirements, and other conditions or requirements that may, in any manner, affect the work to be performed. Any changes and/or resulting addenda to the Solicitation will be the sole prerogative of the Department.

   Attendance at this Pre-Solicitation Conference is OPTIONAL. The webinar can be accessed at http://goo.gl/9GGsp7. Please note the webinar is being recorded therefore you can watch the webinar at a later if you are unavailable during this time.

   Accessibility for Disabled Persons: Any person requiring special accommodations at any Pre-Solicitation Conference, public opening, or event because of a disability or physical impairment should call the listed contact person no later than five (5) days prior to the event. If you are hearing or speech impaired, please contact the Department using the Florida Relay Service at 1(800) 955-8771 (TDD).

1.04. 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.

1.05. 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 Respondent at the time of Solicitation opening will remain firm and cannot be changed.
1.06. Response Form. Section 9.00 must be completed and submitted or the Proposal will be rejected. The Department will not accept any other type “Response Form” as a valid Proposal 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 service or commodities the Respondent will provide this Department.

1.07. 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) copy of the proposal package marked "Original". Photocopies of the signed original Acknowledgement Form shall be made and one (1) copy shall be provided in each of the three (3) additional proposal packages submitted to the Department. 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 twenty (20) 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 cannot be added to the page allowance for another section. For example, if only nine (9) of the twelve (12) 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 thirty (30) 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 2 pages): This section should provide a general description of how the Respondent will accomplish the overall goal of this project. It should include identification of key elements needed for development of an online, open source, mapping tool, or identify the online, open source, mapping tool that will be used.

2. Company Background (Limit 2 pages): This section shall provide information on the historical background of the Respondent and on the Respondent’s organizational structure. This should include years in operation and years involved in work related to this project.

3. Qualifications and Experience (Limit 6 pages): This section should present the qualifications of the Respondent and Respondent’s team. The following topics must be addressed:
(a) Each Team member’s experience and examples of qualifications to perform assigned tasks should be outlined. Intended subcontractors’ qualifications should also be included. This includes the resume or curriculum vitae for the proposed project manager and principal point of contact must be provided (not included in page limit);

(b) Respondent’s past experience developing Interpretive Master Plans;

(c) Respondent’s experience with NOAA-related scientific and educational materials;

(d) Respondent’s knowledge of and experience with Florida ecosystems (especially estuarine-related);

(e) Respondent’s experience of graphic design in the context of interpretation; and

(f) At least one (1) tangible end work product sample must be provided for review.

Note: Qualifications of personnel can only be presented as part of the Respondent’s proposal for individuals who are currently employed by the Respondent, not individuals the Respondent proposes to hire if they are awarded a contract. The same applies to qualifications of subcontractor personnel. In an appendix to this section, the respondent shall supply Curriculum Vitae (CVs) showing the qualifications of the individual(s) who will perform the work, including experience in similar work. The CVs should be adequate in number and orientation to demonstrate the Respondent’s capability to perform the services outlined in this Solicitation.

4. Detailed Project Approach (including Timelines and Deliverables) (Limit 6 pages): This section shall provide a detailed proposal of how the work in all three (3) of the objectives outlined in Section 3.02, General Description of Services shall be completed. The Respondent shall include a description of the steps needed to complete each objective, the schedule for each objective, the staff that will conduct each objective, and the proposed deliverables for each objective which must include, at a minimum, the deliverables required in the Technical Specifications. The Respondent shall elaborate/expand on the fundamental objective methodology presented in Technical Specifications, and will be evaluated on the thoroughness of the proposed methodology/deliverable descriptions.

The Respondent’s timeline for the completion of the deliverables outlined in the Technical Specifications, which should correspond with the specific dates identified in the Technical Specifications or provide an explanation as to why they do not. Please note that all objective should be completed within one (1) year of an executed contract.

5. Technical and Functional Requirements: The Respondent shall address each of the items listed in Technical Specifications, providing comments and explanations on how the proposed system will handle each of the functions listed. Supporting documentation for this section may be included as an Appendix to the Solicitation Technical Response package. The Appendix may not exceed thirty (30) pages (15 double-sided pages).

In the event that a respondent does not use the pages provided, but retypes their own copy, it must be in the order shown and must include every item listed or the proposal will be deemed non-responsive and disqualified. Failure to provide a proposal for each item listed shall also result in the proposal being deemed non-responsive and disqualified.

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 7.00), the Respondent must list all names under which it has operated during the last five (5) 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 five (5) years (contracts in effect during or after November 2010).

In the spaces provided on Client Reference Form (Section 7.00), 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 similar 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. Do not list projects completed for the Department as a reference on this form.
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 7.00).

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, two (2) of the Respondent’s references to contact in order to complete an evaluation questionnaire as provided in Client Reference Form (Section 7.00). 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 one non-Department reference. 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 two (2) non-Department references. The total number of clients who will be contacted to complete and evaluation for any proposal shall be two (2).

Evaluation questionnaires will 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 7.00), 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 (Tab D): On the Respondent / Subcontractor Summary Form (Section 8.00) provided the Respondent shall list the name of the Respondent(s) and indicate the one business category of the Respondent.

E. State Project Plan (Tab E): The Respondent shall submit a written plan addressing the State’s five (5) objectives listed in Section 1.20, 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): Proposals not submitted on the Response Form (Section 9.00) shall be rejected. The Respondent’s Response Form must be submitted on the forms provided in the Solicitation.

A maximum of $83,282 is available for the development and implementation of the Interpretive Master Plan. Responses exceeding this amount will be deemed non-responsive and will be rejected.

G. The Respondent shall provide a detailed budget broken down for each objective (1 – 2) identified in Technical Specifications. The objective budgets shall be totaled and a total cost identified. The price
must include all things necessary to complete the project as described in this Solicitation and the Respondent’s response hereto.

H. Additional Documents (Tab G): This section of the proposal shall contain the following:
- Certification of Drug-Free Workplace, Section 10.00 (if applicable)

1.08. 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. Solicitations 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.

One (1) hard copy and five (5) 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 Response 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.

All proposed materials must be packaged so that each box of materials shipped to the Department does not exceed 25 pounds.

Respondents submitting are advised to assure 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.

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

1.10. 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.

1.11. 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.
1.12. Evaluation Criteria Scoring. With the exception of the cost and past performance reviews and, 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 11.00, 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 scoresheets 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 Director, Florida Coastal Office 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:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Raw Points Received</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company A</td>
<td>200</td>
<td>2</td>
</tr>
<tr>
<td>Company B</td>
<td>210</td>
<td>1</td>
</tr>
<tr>
<td>Company C</td>
<td>180</td>
<td>3.5*</td>
</tr>
<tr>
<td>Company D</td>
<td>175</td>
<td>5</td>
</tr>
<tr>
<td>Company E</td>
<td>180</td>
<td>3.5*</td>
</tr>
</tbody>
</table>

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.

1.13. Basis of Award. The Department intends to make award to the highest ranked responsible, responsive Respondent meeting all specifications and conditions.

1.14. 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 above date 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.

1.15. Type of Contract Contemplated. A combination fee schedule/cost reimbursement schedule contract is proposed (based on the prices by the selected respondent on Response Form); 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 travel in conjunction with unscheduled/emergency maintenance trips will be compensated on a cost reimbursement basis 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 13.00. The requirements contained in the proposed contract should be closely reviewed by the offer since modifications proposed by the offer or may not be considered.
1.16. Term. The term of the contract shall be effective upon full execution by both parties and shall expire one (1) year after full execution, unless cancelled earlier in accordance with the terms of the contract.

1.17. Renewal. Any contract resulting from this Solicitation shall not be renewed.

1.18. 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.

1.19. 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/mfmp_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:

- 77101503 – Environmental Testing, Analysis and Research; Health Services;
- 80101507 – Consultant Services, IT
- 80101508 – Consultant Services, Cost Analysis; and
- 95121900 – Educational and research buildings and structures

1.20. 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 8.00) 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’s 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, form 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.
1.21. **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.

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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 paragraph 19 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:
o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

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.
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” contained within the Scope of Service below be applicable to the Respondent should he/she be deemed the successful Respondent.

All services to be performed by, or under the direction of the successful Respondent under any resultant contract, shall meet or exceed the minimum requirement outlined in this Solicitation. Under no circumstances shall services meeting less than the minimum services requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will performed in strict compliance with requirement and rules, regulations and governance contained in this Solicitation and successful Respondent shall be held responsible therefore.

3.02. General Description of Services. The Guana Tolomato Matanzas National Estuarine Research Reserve (GTM NERR) intends to hire a contractor that will develop an interpretive master plan as it relates to the “GTM NERR Investigator Facilities and Environmental Education Center Upgrade Project” grant (Section 6.00, PAC Grant). Our goal is to provide the Northeast Florida community with resources and civic-minded solutions that promote ecosystem resiliency. In order to accomplish this we must first better understand the community’s needs as well as the public’s knowledge of our goals and objectives.

While documenting the entire planning process, from vision to conceptual designs, the interpretive master plan will provide information that will help guide the following objectives:

1. Renovation of the Environmental Education Center’s Exhibit Hall;
2. Construction of an ADA-compliant Trail with a demonstration area; and
3. Update, Design, Install interpretive paneling at our outdoor kiosks.

NOTE: Per PAC Grant requirements, plans for final design of the NERR Education and Research exhibits shall be submitted for NOAA/OCRM review and approval.

During the Interpretive Master Plan development we will specifically seek advice from administrators and teachers from the nearby Florida School for the Deaf and Blind to ensure that any construction, retrofits, and material development follow a universal design concept. The universal design concept promotes flexibility and choice, thus enabling different users, including people with disabilities, to interact with the same design multiple ways (Museum of Science for the NISE Network 2008).

The Interpretive Master Plan will provide interpretive messaging and graphical designs that align to the educational strategies for the following GTM NERR management plan (http://nerrs.noaa.gov/Doc/PDF/Reserve/GTM_MgmtPlan.pdf) objective topics: habitat mapping (Objective 13); estuarine biological composition (Objective 14); pollution and litter (Objective 7, 8, 12, 24, 25); watersheds, water quality and contaminants (Objective 16); oceanic, beach, dune, marsh, and coastal ecology (Objectives 19, 24, 22, 15, and 29 respectively); fisheries and by-catch (Objectives 19 and 17 respectively); prescribed fire program and fire ecology (Objective 20); invasive species control program and invasive species ecology (Objective 21); marsh restoration programs, green technologies, renewable energies, sustainable living, and watershed conservation (Objectives 23, 26, 27, and 34 respectively); beach and coastal issues and processes (Objectives 5 and 26); archaeological and cultural resources (Objective 30, 31, 32, 33); and, climate change (with emphasis on sea level rise and ocean acidification) and sentinel sites (Objective 35).

More specifically the interpretive master plan must include, but not limited to: mission and goals analysis, visitor studies, tangible resource inventory with associated intangible meanings, theme and message development, conceptual facility development/architectural program, conceptual site development, and interpretive media and program concepts. The Department will provide the contracted entity with the current GTM NERR Management Plan, the PAC Grant, the GTM NERR trail-use survey, the K-12 Market Analysis, the K-12 Needs Assessment, and other available documents as requested to complete the project.
3.03. **Budget Constraints.** This plan must be completed within 11 months of a finalized contract in place. This does not include time associated with printing and developing materials associated with the interpretive master plan.

The contracted service must stay within the following budget constraints:

1. Development of the Interpretive Master Plan - $60,000
2. Develop (including graphic design) interpretive messaging for outdoor kiosks, indoor living exhibit area, and touchscreen interpretive panels - $23,282

3.04. **Contractor Considerations for the Project.** For consideration as a contractor for this project, the following information will be supplied no later than the due date listed elsewhere in this announcement:

1. Up to ten (10) pages describing how your firm will complete the project
2. Proposed project timeline
3. Up to three (3) examples of recent and similar work
4. Table or similar listing of project principals, important support staff, and their expected roles in this project
5. Resumes of project principals

3.05. **Site Contact.** The site project contact will be:

Mr. Kenneth Rainer, Education Coordinator
Guana Tolomato Matanzas National Estuarine Research Reserve
Environmental Education Center
Ponte Vedra Beach, Florida 32082
Telephone Number: (904) 823-4509
E-mail: kenneth.rainer@dep.state.fl.us

3.06. **Detailed Descriptions of the Aforementioned Projects.**

3.06.01. Renovation of the Environmental Education Center's Exhibit Hall:

The Environmental Education Center (EEC) is a 21,282 square foot building that includes a public exhibit hall, auditorium, classrooms, research and education laboratories, and offices for most of the reserve’s staff, including the research, education and stewardship components. The building provides offices for 25 staff, is visited daily by the public, and frequently hosts educational opportunities for groups of K-12 students and the public. From January to December 2013, the Reserve education program recorded 10,413 contact hours of hands-on educational experiences for students. Total visitation to the Reserve, including outdoor venues, was 90,003 between January and June 2013. The Reserve education programs utilize many Reserve resources including, but not limited to: the exhibit hall, the Reserve trails located on Guana Peninsula, the Guana dam, and 7.7 miles of beach.

Public opinion drives museums, as with any other business, and the public wants museum visits to remain sensual, intuitive and straightforward (Geller 2006). Unfortunately, the EEC exhibit hall and outdoor kiosks were designed primarily for advanced science-literate adults, excluding the majority of other audiences and learning styles, thus leaving many learning opportunities unrealized. This form of education also disengages individuals from changing behaviors mitigating against environmental issues presented in the exhibits (Campbell 2011). Similarly limiting, the Exhibit Hall is primarily hands-off and caters to visual learners via stationary displays with extensive text and minimal graphics. In addition, we are currently unable to offer hands-on field-based experiential learning opportunities to individuals with mobility constraints.

These retrofits and updates will benefit a variety of audiences including individuals with different learning styles, people with disabilities and individuals that are geographically distant. Most science museums/centers focus programmatic efforts on introducing and engaging audiences in exhibits focusing on well-established science phenomena and principles and not on the emerging edges of science (Chittenden 2011). Traditional museum environments, like the
exhibit hall and outdoor kiosks, offer the visual learner a fulfilling experience but may place some visitors in passive, non-participatory roles (Kaplan 1981). Additionally, our exhibits lack interpretive messaging thus missing opportunities to engage visitors to make decisions that promote environmental sustainability (Campbell 2011).

We also desire to bring the educational potential of the exhibit hall to distance learners thus decreasing greenhouse gas emissions associated with traveling to the GTM NERR (Campbell 2011) while still increasing public access to our learning resources. A recent marketing analysis surveyed 44 similar organizations in northeast Florida offering environmental education services and found that 62% of groups served by these organizations were primarily or entirely from neighboring towns (Taylor 2011). This work suggests that information is only locally disseminated in our region. Additionally, none of the surveyed organizations offered distance learning programs, suggesting a gap in potential learning opportunities.

The exhibit hall will be retrofitted with immersive, interactive technology and new indoor living exhibits that interpret the NERRS-led research reflected throughout the GTM NERR Management Plan. All retrofits will incorporate the aforementioned management plan objectives used to develop the Interpretive Master Plan. More specifically, we will focus on research regarding the System-Wide Monitoring Program, sentinel sites, and the effects of climate change on the northeast Florida region.

Items removed to facilitate retrofits, such as wood materials, will be recycled back into the exhibit hall or appropriately recycled. In the place of three stationary printed displays (Migration Stories, GTM NERR Map, and the Estuary Game) the GTM Research Reserve will install three (3) interactive, gesture-controlled touchscreens that will be accompanied by three speakers that localize sounds to the respective area. Additionally, we will install six iPads (three onto the Estuary Diorama and one on each of the saltwater, brackish, and freshwater aquariums). The benefits of using interactive, gesture controlled touchscreens in combination with information from the Interpretive Master Plan are:

- Information can easily be updated as necessary without the need for new infrastructure and panel design thereby reducing greenhouse gas emissions. This is also beneficial because we can continuously update research components as new NERRS-led science is produced.
- Information is delivered and interaction is possible in a manner that follows a universal design concept (Duff et al. 2010; Anthony et al. 2013).
- Visitors become engaged (Sparacino et al. 1999) and likely to remain longer in the exhibit hall (Sandifer 2003) because they can easily explore the surrounding resources and issues, while also learning ways to engage in civic-minded solutions that lead to ecosystem resiliency (Roussou 2000).
- The technology is a familiar user interface for the visitor that encourages collaboration (Geller 2006).
- Visitors appreciate and benefit from having information more accessible and presented in a more attractive manner (Thomas and Mintz 1998).
- We can initiate online distance learning opportunities thereby reducing greenhouse gas emissions associated with traveling to offsite locations.

The GTM NERR Education team, in partnership with local school district feedback, will innovatively utilize pre-existing software applications created by other museums and aquariums and construct an interactive, gesture controlled foundation relevant to the GTM NERR. The Interpretive Master Plan will guide the interpretive messaging inserted into the software interface. The overall concept will allow visitors to navigate through different estuarine-related habitats. While navigating through the habitats they will have to the opportunity to learn about the respective flora and fauna. They will also gain insight to the issues facing these habitats and the research we are conducting to better understand these
issues. Visitors will also become aware of ways we are initiating civic-minded solutions to combat the issues. They will have the opportunity to learn ways they can take part such as installing and using renewable energy sources, take part in community restoration programs that support coastal resiliency, and adopting sustainable living practices. Visitors will also be able to access multiple online multimedia applications pertaining to the GTM NERR such as our SWMP stations, social media applications, upcoming events and opportunities, and student collected data during onsite school visits.

In addition to the interactive touchscreens we will construct an addition to our current living exhibits. The addition will reflect the reptilian and amphibian fauna found in northeast Florida coastal semi-aquatic and terrestrial habitats. We will seek out used and recycle materials to construct the addition (e.g., wood, aquariums, and aquarium-related accessories) using the Association of Zoos and Aquariums listserv. Interpretive information about the respective living exhibit will come from the Interpretive Master Plan. The information will utilize climate change framing techniques developed by the FrameWorks Institute and presented by the National Network for Ocean and Climate Change Interpretation. Therefore, each animal displayed will have an interpretive story describing how it is affected by climate change and providing environmentally appropriate actions visitors can take to mitigate against climate change.

3.06.02. Construction of an ADA-compliant Trail with a Demonstration Area:
A trail-user survey, conducted by the GTM NERR in 2011, concluded with users predominantly asking for increased educational displays along our trails and more user-friendly trails for those with limited mobility. Therefore, the GTM NERR will install a 0.25 mile ADA accessible trail loop off of the Guana Trailhead Pavilion. The trail loop will run parallel to Guana Lake. All design elements will use guidelines set by United States Department of Agriculture in the Accessibility Guidebook for Outdoor Recreation and Trails (2006). In order to be cost effective we will utilize GTM NERR volunteer assistance with all construction aspects of the trail. We will prepare and grade the site with minimal disturbance to the natural habitat. The trail will be paved with pervious concrete. The benefits of using pervious concrete are: 1) allows water to drain through it; 2) durable; 3) low maintenance; 4) low life cycle cost; 5) cooler than conventional asphalt thus reducing urban temperatures and improving air quality (Grant et al. 2003; Vingarzan and Taylor 2003); and 6) provides a rough surface providing increased traction for pedestrian use (United States Environmental Protection Agency 2009). We will install three recycled plastic benches along the trail. The benches are cost effective, durable, and an eco-friendly alternative to wood or concrete. We will construct two universally designed kiosks along the trail that will provide learning opportunities for people with disabilities. Information presented in the kiosks will be developed in the Interpretive Master Plan.

The most northern portion of the trail will intersect with Guana Lake. At this intersection the GTM NERR will install a 300-square-foot demonstration area. The demonstration area will be constructed from recycled materials and meet construction standards set forth by the aforementioned guidelines. Visitors come to Guana Dam for recreational purposes such as fishing, kayaking, hunting and nature viewing. Additionally, with the exception of one educational experience, all middle school, high school and college field experiences led by the GTM NERR partly take place at Guana Dam. Over the past two years visitor attendance at the Guana Dam has increased. This increase has resulted in limited space available for educational programming. Therefore, the demonstration area will be made accessible only for GTM NERR-related programming. This will allow us to continue and increase our field experiences for K-12 students.

3.06.03. Update, Design, Install Interpretive Paneling at Our Outdoor Kiosks:
The update of our outdoor kiosk interpretive displays addresses the GTM NERR Management Plan objectives used to develop the Interpretive Master Plan.

Within the GTM NERR boundaries we are responsible for six outdoor kiosks (North, Middle, and South Beach Access Lots, Guana Trailhead Pavilion, Yellow/ Purple Trail Intersection, Yellow Trail/ Tolomato River Intersection). In addition we manage six Picture Posts. The Picture Post program is part of the Digital Earth Watch Network that supports citizen science
environmental monitoring through digital photography. We take part in this long-term monitoring effort because it will provide visual documentation of how habitats can change over time, especially when confronted with human impacts.

In order to improve our outdoor kiosks due to unsatisfactory signage we will remove current materials displayed and replace it with updated interpretive paneling. In addition to the interpretive messaging displayed we will incorporate technological components such as Quick Response (QR) codes that will link visitors to additional multimedia resources (e.g., videos, articles, or events). Panels will be constructed of recycled materials, completely recoverable from vandalism, marine grade for wet environments, and require no regularly scheduled maintenance. New interpretive paneling will improve messaging our visitors receive and benefit the GTM NERR because it will attract visitors to our resources (Apple 2013).

3.07. Deliverables. The following is the itemized list of each Deliverable which the contractor is required to provide to the Departments, and for each Deliverable: the specifications for the Deliverable, the description of the activities leading to the Deliverable; and, the expected date of completion of the Deliverable.

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Due date for Deliverable</th>
<th>Service / Reporting Period</th>
<th>Major Deliverable</th>
<th>Objective to be Performed for Associated Deliverables</th>
<th>Evidence of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One year from full contract execution</td>
<td>Reports will be required every 60 days after contract execution</td>
<td>Interpretive Master Plan for the GTM NERR (as described throughout this Solicitation)</td>
<td>Preparation of Interpretive Master Plan as described within Solicitation and contractors proposal</td>
<td>Interpretive Master Plan is approved by NOAA</td>
</tr>
<tr>
<td>2</td>
<td>One year from full contract execution</td>
<td>Reports will be required every 60 days after contract execution</td>
<td>Graphic designs, including interpretive material for 15 outdoor kiosks, three (3) interactive touchscreens, and six (6) living exhibit displays.</td>
<td>Preparation of Interpretive Master Plan as described within Solicitation and contractors proposal</td>
<td>Graphic designs and materials are approved by NOAA</td>
</tr>
</tbody>
</table>

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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 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 / 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 / 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 Rule 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 and 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 State statutes and rules applicable to this solicitation after evaluations are complete.

4.07. E-Verify Program for Employment Verification. Pursuant to State of Florida Executive Order Nos.: 11-116, contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system (www.dhs.gov) to verify the employment of all new employees hired by the contractor during the contract term. Also, 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.

4.08. 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, either: 1) terminate the contract for failure to perform, or 2) 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.

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

4.10. 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.

4.11. 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 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 Contract Manager with each insurance renewal.

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

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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 Respondent 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 Respondent’s ability to provide the required services listed in Section 3.00, Technical Specifications. (See Client References Form, Section 7.00 and Evaluation of Past Performance, Section 12.00). 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 either contact each selected reference by phone or email up to three 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 proposal being rejected.

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

4.16. Subcontracting. The contractor shall not subcontract, assign, or transfer any work under this contract, without the prior written consent of the Department. The Department reserves the right to reject any subcontractor bases 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. Any subcontracts made under this contract must include the same conditions specified in the contract, with the exception of insurance requirements (Section 4.11). The level of insurance to be carried by subcontractors performing work under this contract shall be at the discretion of the contractor.
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 reprocurement 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 deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or 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 contained 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 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; 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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The Guana Tolomato Matanzas National Estuarine Research Reserve (GTM NERR) was designated in 1999 and is located on the northeast coast of Florida. The GTM NERR stretches from northern St. Johns County southward into northern Flagler County (interrupted only around the City of St. Augustine) and encompasses approximately 60 total miles of coastline. The 73,256-acre GTM NERR is comprised of salt marsh and mangrove tidal wetlands (including the northernmost extent of mangrove habitat on the east coast of the United States), oyster bars, estuarine lagoons, several upland habitat types (e.g., maritime hammock and some of the highest coastal dunes in Florida) and offshore habitats. Overall, the GTM NERR contains 14 conservation areas that are cooperatively managed by local, state and federal partners including state sovereign submerged lands.

The GTM NERR has two operational facilities, the Environmental Education Center (EEC) located near the northern limits of the Reserve midway between St. Augustine and Ponte Vedra Beach, and a small field station and laboratory near its southern limits at Manneland in Flagler County.

**Project Overview**

The overall mission of the GTM NERR is to achieve the conservation of natural biodiversity and cultural resources through research and monitoring to guide science-based stewardship and education. The components proposed for construction, retrofit, and updates are all critical to carrying out the core functions of the reserve: education, research and stewardship. This project proposes to:

1. Construct three “eco-friendly” visiting investigator lodges and mesocosms at Princess Place Preserve in cooperation with Flagler County to enable access to Pellicer Creek for research and education related to mangrove expansion into salt marsh habitats, the planned NERR sentinel site in this location, ecosystem services, biodiversity, and sea level rise;
2. Create an Interpretive Master Plan for the EEC that will provide the northeast Florida community with resources and civic-minded solutions to build up ecosystem resiliency;
3. Integrate Interpretive Master Plan components into the renovation and update of our interpretive exhibit hall and outdoor kiosks;
4. Create an ADA compliant trail;
5. Continue “green” renovations to the EEC; and
6. Utilize resulting research in real-time and long-term educational opportunities at the EEC, Princess Place Preserve, and multiple other locations through webinars and other web-based technologies as well as field experiences.

**Visiting Investigator Facilities at Princess Place Preserve**

**Princess Place Background**

Construction of these visiting investigator and eco-tour facilities will address GTM NERR Management Plan Objective Four (*Increase public awareness of the GTM Research Reserve and support of its mission*), Objective Fourteen (*Initiate long-term biological monitoring of estuarine species composition including nonnative species to support change analyses of the GTM Research Reserve estuarine biodiversity*), Objective Sixteen (*Identify the current status, biological significance, and source of water column, sediment and oyster tissue contaminants to support the tracking of long-term trends*), twenty-nine (*Increase the GTM Research Reserve education, stewardship and research programming within its southern component*), and thirty-five (*Disseminate up-to-date scientific information regarding climate change and sea level rise*).

Princess Place Preserve is a 1,500-acre preserve located at the confluence of Pellicer Creek and the Matanzas River in northern Flagler County. Multiple diverse ecosystems on the property (including saltwater marshes, freshwater wetlands, mature oak hammocks and pine communities, scrub habitat and open surface waters) contain significant research, education, resource enhancement, conservation, and public recreation opportunities. The open water surrounding the preserve is part of both the GTM NERR and the Pellicer Creek Aquatic Preserve.

The original lodge built by Henry Cutting stills stands as Flagler County's oldest intact structure. Also on-site is Florida's very first in-ground swimming pool. Flagler County purchased the property in two phases (1993 and 1996).
The GTM NERR maintains a visiting investigator dorm near the EEC in Ponte Vedra Beach. Two three-bedroom, two-bath single family homes on the GTM NERR property were converted to housing. The existing homes were built in 1986 and were resident ranger quarters for Guana State Park prior to the designation of a National Estuarine Research Reserve. While one is used for resident Stewardship staff (rangers), the other is dedicated to use by visiting scientists, students, and other professionals doing work associated with the GTM NERR. The visitors’ quarters can house up to six visitors at one time. Annually, from November through March this facility is used by visiting North Atlantic Right Whale researchers, and 121 occupant nights were recorded between April and October 2013.

The reserve also maintains a small field office, laboratory, and visiting scientist quarters totaling 2,500 square feet located on Highway A1A at the southern extent of the reserve in the community of Marineland in Flagler County. This is a small facility and access to Pellicer Creek and its watershed from this location is difficult.

Several local, regional, and federal partners have expressed interest in research within the Pellicer Creek watershed, due to its relatively pristine condition, the current nexus of an observed shift from salt marsh to mangrove ecosystems in the region (Cavenaugh et al., 2013), recent sea level rise research conducted for the Matanzas basin (Frank et al., 2011), and the anticipated establishment of a NERR sentinel site at this location. Understanding the ecological effects of changes from saltmarsh habitats to mangrove habitats has been identified by NOAA Oceans and Coasts Indicators Technical Team as a priority research need (2013).

At this time, there are currently few affordable options for conducting long-term research at this location. Access by boat from the Intracoastal Waterway is extremely difficult due to significant shoaling at the mouth of Pellicer Creek and elsewhere. On-site overnight facilities would allow for immediate access to this estuarine system and support the establishment of additional nearby long-term research projects. Research at this site would also provide many education opportunities for undergraduate and graduate students, as well as teachers in training.

The planned design and construction of the three approximately 1,000 sq ft visiting investigator and eco-tour facilities will maximize passive cooling and resistance to wind and storm surge, utilize recycled materials, and will offer many opportunities to showcase energy and water efficient technologies and environmental best practices. The construction of a flow-through mesocosm system will allow visiting investigators to conduct controlled experiments in line with on the ground research to better isolate and manipulate environmental variables.

Environmental education will be a key component throughout the project in an effort to inform the public regarding the latest environmental construction concepts and techniques. Partners like the St. John’s River Water Management District, GTM NERR, and the Flagler County Home Builders Association will be sought for ancillary projects showing the ease and cost effectiveness of measures that can be implemented back at a home or in business. Significant change will come, one person at a time, from smaller incremental changes in lifestyles and daily habits. As practicable, construction concepts will include (but not be limited to):

- Solar power
- Energy efficient appliances and lighting
- Low flush toilets
- FDEP Green Lodging concepts
- Recycled and renewable building materials
- Cisterns and rain barrels
- Low Impact Development practices minimizing impervious surfaces and stormwater runoff
- Florida-friendly landscaping
- Firewise design
- Underground water recharge

Flagler County has agreed to be a primary partner within this portion of the project. They are interested in a facility that can be used for visiting researchers as well as eco-tourists visiting the region. Flagler County will be responsible for engineering, permitting, and construction of the facilities as well as long-term management and maintenance. GTM NERR visiting investigators will receive reduced rates for use of the facilities and preferential reservations through the Friends of the GTM Reserve, a non-profit dedicated to implementation of the GTM NERR Management Plan.

The Environmental Education Center at the GTM NERR
The EEC “green” retrofits will address GTM NERR management plan Objective Three (Enhance the amenities associated with compatible public use of the dam and surrounding estuaries), Objective Four (Increase public awareness of the GTM NERR and support of its mission), and Objective Thirty-four (Retrofit the GTM NERR’s Environmental Education Center to serve as a demonstration site for green technologies and to reduce its reliance on nonrenewable energy).

The EEC is a 21,282 square foot building that includes a public exhibit hall, auditorium, classrooms, research and education laboratories, and offices for most of the reserve’s staff, including the research, education and stewardship components. The building provides offices for 25 staff, is visited daily by the public, and frequently hosts educational opportunities for groups of K-12 students and the public. From January to December 2013, the Reserve education program recorded 10,413 contact hours of hands-on educational experiences for students. Total visitation to the Reserve, including outdoor venues, was 90,003 between January and June 2013. The Reserve education programs utilize many Reserve resources including, but not limited to: the exhibit hall, the Reserve trails located on Guana Peninsula, the Guana dam, and 7.7 miles of beach.

**Phase 1. Continued greening of the EEC**

In order to demonstrate and initiate mechanisms to conserve water resources we will add three waterless urinals in the male facilities (two located in the EEC and one in our Guana Dam rest area). The urinals are made partially (up to 30%) of Envirez®, a soybean based resin. This resin saves on petroleum, resulting in potential greenhouse gas reduction. Additionally, the standard urinal can use up to 20,000 – 45,000 gallons of water per year (www.waterless.com). The installation of three urinals would save approximately 135,000 gallons of water per year.

To reduce the environmental impact of materials associated with providing internet access to nearby outdoor locations we will install a wireless mesh network. Wireless mesh networks are a cost-effective method of extending wireless access because they do not require the traditional wired access points and are flexible because they can be built up as needed (Vasilakis et al 2009). The rural location of the EEC, including the nearby outdoor venues, limits cellular capabilities. This poses significant safety concerns on our trail systems when visitors and/or staff are faced with hazards. A wireless mesh network would allow the Reserve to provide important emergency services and communicate important safety information pertaining to local fire, weather, or other safety concerns (Levi 2013).

Additionally, an outdoor wireless mesh network will allow visitors and Reserve staff to utilize smart devices lessening the need for printed materials (e.g., maps, daily event listings, flyers, background information about plants and animals, and other printed material). Access to resources in the field will allow the Education program to provide richer experiential, field-based learning opportunities. Combining classroom curriculum, internet, and meaningful research opportunities will make complex and abstract spatial concepts relevant and applicable (Bennett et al 2007).

Additional benefits of installing an outdoor wireless mesh network are increased visibility of the Reserve and better access to location-based services such as navigation, mobile advertising, and geofencing (Paolini and Fili 2013).

The GTM NERR received a NOAA grant in 2012 for alternative energy improvements focused on energy-efficient access to hot water. To build upon those efforts to reduce greenhouse gas emissions and promote energy cost savings, we will replace (and properly recycle) all EEC fluorescent tube lamps with LED tube lamps. LED tube lamps are mercury free, provide directional lighting, and can be turned on/off as many times as necessary (this usually causes old florescent lamps to burn out quicker). Most importantly, LED tube lamps reduce electricity costs because they more efficient (nearly twice as much as the fluorescent lamps), have a longer life span than fluorescent lamps, and reduce air conditioning requirements because they produce less heat (Krames et al 2007).

**Phase 2. Create an Interpretive Master Plan**

Our goal is to provide the northeast Florida community with resources and civic-minded solutions that promote ecosystem resiliency. In order to accomplish this we must first better understand the community’s needs as well as the public’s knowledge of our goals and objectives. Therefore, we will contract the development of an Interpretive Master Plan in order to facilitate cohesiveness of interpretive services so our visitors leave with clear messages that reinforce each other. The plan will provide materials for the following projects:

- Renovation of the Environmental Education Center’s Exhibit Hall;
- Construction of an ADA-compliant Trail with a demonstration area; and
- Installation of interpretive paneling at our outdoor kiosks.

During the Interpretive Master Plan development we will specifically seek advice from administrators and teachers from the nearby Florida School for the Deaf and Blind to ensure that any construction, retrofits, and material development
follow a universal design concept. The universal design concept promotes flexibility and choice, thus enabling different users, including people with disabilities, to interact with the same design multiple ways (Museum of Science for the NISE Network 2008).

The Interpretive Master Plan will provide interpretive messaging and graphical designs that align to the educational strategies for the following GTM NERR management plan objective topics: habitat mapping (Objective 13); estuarine biological composition (Objective 14); pollution and litter (Objective 7, 8, 12, 24, 25); watersheds, water quality and contaminants (Objective 16); oceanic, beach, dune, marsh, and coastal ecology (Objectives 19, 24, 22, 15, and 29 respectively); fisheries and by-catch (Objectives 19 and 17 respectively); prescribe fire program and fire ecology (Objective 20); invasive species control program and invasive species ecology (Objective 21); marsh restoration programs, green technologies, renewable energies, sustainable living, and watershed conservation (Objectives 23, 26, 27, and 34 respectively); beach and coastal issues and processes (Objectives 5 and 26); archaeological and cultural resources (Objectives 30, 31, 32, 33); and, climate change (with emphasis on sea level rise and ocean acidification) and sentinel sites (Objective 35).

Phase 3. Retrofit of the Exhibit Hall

Public opinion drives museums, as with any other business, and the public wants museum visits to remain sensual, intuitive and straightforward (Geller 2006). Unfortunately, the EEC exhibit hall and outdoor kiosks were designed primarily for advanced science-literate adults, excluding the majority of other audiences and learning styles, thus leaving many learning opportunities unrealized. This form of education also disengages individuals from changing behaviors mitigating against environmental issues presented such as climate change (Campbell 2011). Similarly limiting, the Exhibit Hall is primarily hands-off and caters to visual learners via stationary displays with extensive text and minimal graphics. In addition, we are currently unable to offer hands-on field-based experiential learning opportunities to individuals with mobility constraints.

These retrofits and updates will benefit a variety of audiences including individuals with different learning styles, people with disabilities and individuals that are geographically distant. Most science museums/centers focus programmatic efforts on introducing and engaging audiences in exhibits focusing on well-established science phenomena and principles and not on the emerging edges of science (Chittenden 2011). Traditional museum environments, like the exhibit hall and outdoor kiosks, offer the visual learner a fulfilling experience but may place some visitors in passive, non-participatory roles (Kaplan 1981). Additionally, our exhibits lack interpretive messaging thus missing opportunities to engage visitors to make decisions that promote environmental sustainability (Campbell 2011).

We also desire to bring the educational potential of the exhibit hall to distance learners thus decreasing greenhouse gas emissions associated with traveling to the GTM NERR (Campbell 2011) while still increasing public access to our learning resources. A recent marketing analysis surveyed 44 similar organizations in northeast Florida offering environmental education services and found that 62% of groups served by these organizations were primarily or entirely from neighboring towns (Taylor 2011). This work suggests that information is only locally disseminated in our region. Additionally, none of the surveyed organizations offered distance learning programs, suggesting a gap in potential learning opportunities.

The exhibit hall will be retrofitted with immersive, interactive technology and new indoor living exhibits that interpret the NERRS-led research reflected throughout the GTM NERR Management Plan. All retrofits will incorporate the aforementioned management plan objectives used to develop the Interpretive Master Plan. More specifically, we will focus on research regarding the System-Wide Monitoring Program, sentinel sites, and the effects of climate change on the northeast Florida region.

Items removed to facilitate retrofits, such as wood materials, will be recycled back into the exhibit hall or appropriately recycled. In the place of three stationary printed displays (Migration Stories, GTM NERR Map, and the Estuary Game) we will install three interactive, gesture-controlled touchscreens that will be accompanied by three speakers that localize sounds to the respective area. Additionally, we will install six iPads (three onto the Estuary Diorama and one on each of the saltwater, brackish, and freshwater aquariums). The benefits of using interactive, gesture controlled touchscreens in combination with information from the Interpretive Master Plan are:

1. Information can easily be updated as necessary without the need for new infrastructure and panel design thereby reducing greenhouse gas emissions. This is also beneficial because we can continuously update research components as new NERRS-led science is produced.

2. Information is delivered and interaction is possible in a manner that follows a universal design concept (Duff et al 2010; Anthony et al 2013).
3. Visitors become engaged (Sparacino et al 1999) and likely to remain longer in the exhibit hall (Sandifer 2003) because they can easily explore the surrounding resources and issues, while also learning ways to engage in civic-minded solutions that lead to ecosystem resiliency (Roussou 2000).

4. The technology is a familiar user interface for the visitor that encourages collaboration (Geller 2006).

5. Visitors appreciate and benefit from having information more accessible and presented in a more attractive manner (Thomas and Mintz 1998).

6. We can initiate online distance learning opportunities thereby reducing greenhouse gas emissions associated with traveling to offsite locations.

The Reserve Education team will innovatively utilize pre-existing software applications created by other museums and aquariums and construct an interactive, gesture controlled foundation relevant to the GTM NERR. After creating the software foundation we will insert the interpretive messaging created in the Interpretive Master Plan. The overall concept will allow visitors to navigate through different estuarine-related habitats. While navigating through the habitats they will have the opportunity to learn about the respective flora and fauna. They will also gain insight to the issues facing these habitats and the research we are conducting to better understand these issues. Visitors will also become aware of ways we are initiating civic-minded solutions to combat the issues. They will have the opportunity to learn ways they can take part such as installing and using renewable energy sources, take part in community restoration programs that support coastal resiliency, and adopting sustainable living practices. Visitors will also be able to access multiple online multimedia applications pertaining to the GTM NERR such as our SWMP stations, social media applications, upcoming events and opportunities, and student collected data during onsite school visits.

In addition to the interactive touchscreens we will construct an addition to our current living exhibits. The addition will reflect the reptilian and amphibian fauna found in northeast Florida coastal semi-aquatic and terrestrial habitats. We will seek out used and recycle materials to construct the addition (e.g., wood, aquariums, and aquarium-related accessories) using the Association of Zoos and Aquariums listserv. Interpretive information about the respective living exhibit will come from the Interpretive Master Plan. The information will utilize climate change framing techniques developed by the FrameWorks Institute and presented by the National Network for Ocean and Climate Change Interpretation. Therefore, each animal displayed will have an interpretive story describing how it is affected by climate change and providing environmentally appropriate actions visitors can take to mitigate against climate change.

Guana ADA Accessible Trail

The installation of an ADA Accessible Trail with a demonstration area will address GTM NERR Management Plan objectives One (Improve trail user satisfaction and sustain habitat quality by anticipating and reducing conflicts between trail users and tracking habitat condition), Two (Improve accessibility to the trail system and improve educational opportunities for user groups with special needs), Three (Enhance the amenities associated with compatible public use of the dam and surrounding estuaries), Four (Increase public awareness of the GTM NERR and support of its mission), and Six (Reduce unauthorized activities associated with the trail system).

Phase 1. Install ADA Accessible Trail

A trail-user survey, conducted by the GTM NERR in 2011, concluded with users predominantly asking for increased educational displays along our trails and more user-friendly trails for those with limited mobility. Therefore, we will install a 0.25 mile ADA accessible trail loop off of the Guana Trailhead Pavilion. The trail loop will run parallel to Guana Lake. All design elements will use guidelines set by United States Department of Agriculture in the Accessibility Guidebook for Outdoor Recreation and Trails (2006). In order to be cost effective we will utilize GTM NERR volunteer assistance with all construction aspects of the trail. We will prepare and grade the site with minimal disturbance to the natural habitat. The trail will be paved with pervious concrete. The benefits of using pervious concrete are: 1) allows water to drain through it; 2) durable; 3) low maintenance; 4) low life cycle cost; 5) cooler than conventional asphalt thus reducing urban temperatures and improving air quality (Grant et al 2003; Vingarzan and Taylor 2003); and 6) provides a rough surface providing increased traction for pedestrian use (United States Environmental Protection Agency 2009). We will install three recycled plastic benches along the trail. The benches are cost effective, durable, and an eco-friendly alternative to wood or concrete. We will construct two universally designed kiosks along the trail that will provide learning opportunities for people with disabilities. Information presented in the kiosks will be developed in the Interpretive Master Plan.

Phase 2. Install Demonstration Area

The most northern portion of the trail will intersect with Guana Lake. At this intersection we will install a 300-square-foot demonstration area. The demonstration area will be constructed from recycled materials and meet construction standards set forth by the aforementioned guidelines. Visitors come to Guana Dam for recreational purposes such as fishing, kayaking, hunting and nature viewing. Additionally, with the exception of one educational experience, all middle
school, high school and college field experiences led by the GTM NERR take place at Guana Dam. Over the past two years visitor attendance at the Guana Dam has increased. This increase has resulted in limited space available for educational programming. Therefore, the demonstration area will be made accessible only for GTM NERR-related programming. This will allow us to continue and increase our field experiences for K-12 students.

Outdoor Kiosk Renovation
The update of our outdoor kiosk interpretive displays addresses the GTM NERR Management Plan objectives used to develop the Interpretive Master Plan.

Phase 1. Update Kiosk Interpretive Displays
Within the GTM NERR boundaries we are responsible for six outdoor kiosks (North, Middle, and South Beach Access Lots, Guana Trailhead Pavilion, Yellow/ Purple Trail Intersection, Yellow Trail/ Tolomato River Intersection). In addition we manage six Picture Posts. The Picture Post program is part of the Digital Earth Watch Network that supports citizen science environmental monitoring through digital photography. We take part in this long-term monitoring effort because it will provide visual documentation of how habitats can change over time, especially when confronted with human impacts (e.g., climate change).

In order to improve our outdoor kiosks due to unsatisfactory signage we will remove current materials displayed and replace it with updated interpretive paneling. In addition to the interpretive messaging displayed we will incorporate technological components such as Quick Response (QR) codes that will link visitors to additional multimedia resources (e.g., videos, articles, or events). Panels will be constructed of recycled materials, completely recoverable from vandalism, marine grade for wet environments, and require no regularly scheduled maintenance. New interpretive paneling will improve messaging our visitors receive and benefit the GTM NERR because it will attract visitors to our resources (Apple 2013).

References:


SECTION 7.00 – CLIENT REFERENCE 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.

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SECTION 8.00 – RESPONDENT / SUBCONTRACTOR SUMMARY FORM

Section A  RESPONDENT IDENTIFICATION (To Be Completed By The Respondent.)

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.

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LIST NAMES OF RESPONDENT(S)
## 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.

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### 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 9.00 – RESPONSE FORM

Each section must be completed on the “Response Form” or the proposal shall be deemed non-responsive and rejected. Award will be made to the highest ranked responsible, responsive Respondent meeting all specifications and conditions of this.

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<td>Graphic designs, including interpretive material for 15 outdoor kiosks, three (3) interactive touchscreens, and six (6) living exhibit displays</td>
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Total: $  

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 10.00 – 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)

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(Type Name)

_____________________________________________________
(Company Name)

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### Reviewer Code: ____________________________

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<td>4</td>
<td>=</td>
</tr>
<tr>
<td>f)</td>
<td>Work Product Sample ¹</td>
<td>4</td>
<td>X</td>
<td>6</td>
<td>=</td>
</tr>
<tr>
<td>Tab C.</td>
<td>Past Performance / Client References (Section 12.00)²</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.</td>
<td>Client #1</td>
<td>20</td>
<td>X</td>
<td>1</td>
<td>=</td>
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<tr>
<td>2.</td>
<td>Client #2</td>
<td>20</td>
<td>X</td>
<td>1</td>
<td>=</td>
</tr>
<tr>
<td>Tab D.</td>
<td>Respondent/Subcontractor Summary Form (Section 8.00)</td>
<td></td>
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</tr>
<tr>
<td>Subcontractor Documentation: <strong>Note:</strong> Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor’s qualifications from consideration in the Response package.</td>
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<tr>
<td>Tab E.</td>
<td>State Project Plan (Section 1.20)</td>
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<tr>
<td>Tab F.</td>
<td>Response Form ⁴</td>
<td>15</td>
<td>X</td>
<td>1</td>
<td>=</td>
</tr>
<tr>
<td>Tab G.</td>
<td>Additional Documents</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Certification of Drug-Free Workplace, Section 10.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Numerical Rating ⁴** | | | | 231
Notes:

1. Evaluation points awarded for these components will be based on the following point structure:
   One point will be given to the Respondent with analytical capabilities for each compound on the list.

2. Evaluation points awarded for these components will be based on the following point structure:
   One point will be given to the Respondent with analytical capabilities for each compound on the list. An
   additional point will be given to Respondents who have the capabilities to analyze from the top priority
   hormones.

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

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>This element of the evaluation criteria was <strong>not addressed</strong>.</td>
</tr>
<tr>
<td>1</td>
<td>This element of the evaluation criteria is <strong>unsatisfactory</strong>.</td>
</tr>
<tr>
<td>2</td>
<td>This element of the evaluation criteria is <strong>average</strong>.</td>
</tr>
<tr>
<td>3</td>
<td>This element of the evaluation criteria is <strong>above average</strong>.</td>
</tr>
<tr>
<td>4</td>
<td>This element of the evaluation criteria is <strong>superior</strong>.</td>
</tr>
</tbody>
</table>

4. The respondent submitting the lowest total cost for the project (LTC) 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:

   \[
   \text{Cost Points Awarded} = \frac{\text{LTC}}{\text{Proposal Cost being Considered (PB)}} \times \_
   \]

5. References: Past performance will be scored based on answers to a standard group of questions (see
   page 3 of this section) received from two (2) 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 four (4) 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.

6. 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.
SECTION 12.00 – 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: ____________________________

Describe the work the Respondent performed for your company:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

1. 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. __________

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

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

4. How would you rate the Respondent’s use of appropriate equipment and methods?
   Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. __________
   Total (Divided by 4): __________

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SECTION 13.00 – PROPOSED CONTRACT

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2015019C 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.
PROPOSED CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and (Name of Entity) (hereinafter referred to as the "Contractor"), a (Specify Type of Organization), whose address is (Specify Address), to provide an Interpretive Master Plan as it relates to the “Guana Tolomato Matanzas National Estuarine Research Reserve (GTM NERR) Investigator Facilities and Environmental Education Center Upgrade Project” (PAC Grant).

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 provide an Interpretive Master Plan, as defined herein and the Contractor does hereby agree to perform such services as outlined in DEP Solicitation No. 2015019C and Contractor's response thereto, incorporated herein by reference, and in accordance with Attachment A, Technical Specifications, 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 twelve (12) months, 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 not be renewed.

4. Compensation. The Department does not guarantee any minimum or maximum compensation under the Contract. The Department shall pay the Contractor in accordance with the pricing schedule as specified in Attachment B, Response Form. The Department will authorize payments to the Contractor on an invoice–by–invoice basis. All bills for amounts due under this Contract shall be submitted in detail sufficient for approval pre-audit and post audit thereof.

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

6. Payment Method. As consideration for the commodities rendered under this Contract, 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 Vendor 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.

7. 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.

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

Contractor
[Contractor's Name]
[insert]
Attn: [insert name]
[insert street address]
[insert city, state, zip code]
[insert email address]

Department
Department of Environmental Protection
Bureau of [insert name]
Attn: [insert name]
[insert street address]
[insert city, state, zip code]
[insert email address]

9. 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.

10. Financial Consequences for Unsatisfactory Performance. The Contractor will be assessed by the Department in the amount of $1.00 per garment per day for late deliveries, and this amount shall be deducted from the invoice for the late-received goods. This deduction is in addition to other remedies available to the Department pursuant to Administrative Rules, Florida Statutes or the terms and conditions of this Contract.

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, or 2) 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.

11. 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.

12. 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.


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 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 10), 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.

14. 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.

15. 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.
16. 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. at the request of the Responsible Party for the site, if the Department determines the request is for good cause;
4. the Contractor or subcontractor materially violates safety laws;
5. the Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension;
6. 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.

17. 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. 2015019C. 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.

18. 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.

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.

20. 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.

21. 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

22. 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

23. 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.
24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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 Orders Nos.: 11-116, Contractor is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment 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.

32. 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 36 months from the date of being placed on the convicted vendor list.

33. 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”).

34. 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.

35. 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.

36. 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 reprocurement 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.

37. 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.

38. 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.

39. 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. 2015019C, inclusive of all attachments, addenda and questions and answers to the Solicitation; and,
7. Contractor’s Response to the Solicitation.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

[CONTRACTOR’S NAME]  
By: ________________________________  
Title: [insert title]  
Date: _________________________________

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
By: ________________________________  
[insert title] or designee  
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:

<table>
<thead>
<tr>
<th>Specify</th>
<th>Type</th>
<th>Letter/Number</th>
<th>Description</th>
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<tbody>
<tr>
<td>Attachment A</td>
<td>A</td>
<td>Technical Specifications (Scope of Services) (See Section 3.00);</td>
<td></td>
</tr>
<tr>
<td>Attachment B</td>
<td>B</td>
<td>Contractor’s Response Form (Section 9.00);</td>
<td></td>
</tr>
<tr>
<td>Attachment C</td>
<td>C</td>
<td>Contractor’s Response to Solicitation No. DEP Solicitation No. 2015019C;</td>
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SECTION 14.00 – 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. B.) must include the following information:
   1) Introduction (Limit 2 pages);
   2) Company Background (Limit 2 pages);
   3) Qualifications and Experience (Limit 6 pages);
   4) Detailed Project Approach (Limit 6 pages);
   5) Technical and functional Requirements;
   6) Time Available on Contract; and
   7) Samples of Similar Projects.

C.  Client Reference Form, Section 7.00

D.  Respondent / Subcontractor Summary Forms, Section 8.00

E.  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 900) 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 10.00 (if applicable)

H.  The Respondent must submit one (1) hard copy and five (5) duplicate electronic copies of the entire proposal to the Department in accordance with Section 1.08. 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 form 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.