March 20, 2007

Prospective Contractor

Subject: DEP Solicitation Number 2007055C
Request for Proposals (RFP) for the Identification of Vessel Usage Patterns on Southeast Florida Reefs

This is an RFP to identify vessel usage patterns on southeast Florida reefs and determine which reef areas are the most susceptible to damage from anchoring. The RFP package consists of this transmittal letter and the following attachments:

Attachment A - DEP Solicitation Acknowledgement Form
Attachment B - General Instructions for the Preparation and Submission of Proposals for the Identification of Vessel Usage Patterns on Southeast Florida Reefs
Attachment C - Scope of Services
Attachment D - Sample Budget Format
Attachment E - Past Performance Reference Forms
Attachment F - Evaluation Criteria
Attachment G - Drug Free Workplace Certification
Attachment H - Respondent/Subcontractor Summary Form
Attachment I - RFP Response Checklist
Attachment J - Proposed Contract

Your response should comply fully with these instructions which stipulate what is to be included in the SOQ. Prospective contractors submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the sealed envelope or package transmitting their response. This information is used only to put the DEP's mailroom on notice that the package received is a response to a DEP solicitation and therefore should not be opened but delivered directly to the DEP Procurement Section.
This solicitation does not commit DEP to pay any costs incurred in the preparation and submission of a bid in any form or to procure or contract for said services or supplies. The Secretary of the DEP or his/her written designee are the only individuals who can commit the DEP to the expenditure of funds in connection with any contract resulting from this bid.

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

Sincerely,

Ruth Heggen

Ruth Heggen
Procurement Administrator

RH/rh

Attachments
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PROPOSAL**

**CONTRACTUAL SERVICES**

AGENCY RELEASE DATE: 
**MARCH 20, 2007**

SOLICITATION TITLE: **IDENTIFICATION OF VESSEL USAGE PATTERNS ON SOUTHEAST FLORIDA REEFS**

SOLICITATION NO: 
**2007055C**

PROPOSALS WILL BE OPENED: 
**Tuesday, April 10, 2007 @ 2:30 P.M. ET**

and may not be withdrawn within 
**180** days after such date and time.

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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I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

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

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

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the “Submit Response” button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
   • an electronic signature on the response, generally,
   • an electronic signature on any form or section specifically calling for a signature, and
   • an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

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

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

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

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer’s contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. NOTE: This section is superceded by a condition in Attachment B.

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

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
   • submitting a bid on a contract to provide any goods or services to a public entity;
   • submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
   • submitting bids on leases of real property to a public entity;
   • being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
   • transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
   • submit a bid on a contract to provide any goods or services to a public entity;
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so):

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent’s preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

11. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes.
Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

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

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

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

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

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

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

18. Public Records. Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

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

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

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

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

(PUR 1001 – 60A-1.002(7), F.A.C.)

PUR 1000 – GENERAL CONTRACT CONDITIONS

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

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity that will order products directly from the Contractor under the Contract.
2. **Purchase Orders.** A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes. **NOTE:** This section is superceded by a condition in Attachment B.

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

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

   (a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

   (b) **Best Pricing Offer.** During the Contract term if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

   (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

   (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

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

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

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

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

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

9. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and
10. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

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

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

13. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor’s authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render itstructurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

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

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

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call
Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

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

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

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. NOTE: This paragraph is superceded by a condition in Attachment B.

The Contractor shall not be liable for any royaltiess.

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

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and
22. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

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

24. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Contractor. The Customer shall not be entitled to an increase in the Contract price or payment of any kind from the Contractor for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Contractor. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

*NOTE: This section is superceded by a condition in Attachment B.*
29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

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

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

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

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not disclose to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s or Customer’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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

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

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

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

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
38. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

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

40. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

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

42. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

47. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These “special conditions” shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 – 60A-1.002(7), F.A.C.)
ATTACHMENT B

GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS FOR
THE IDENTIFICATION OF VESSEL USAGE PATTERNS ON SOUTHEAST FLORIDA REEFS

B.1 Solicitation Number: 2007055C

B.2 Solicitation Type: Request for Proposals (RFP)

B.3 Date of RFP Issuance: March 20, 2007

B.4 Program Office: Coral Reef Conservation Program
Office of Coastal & Aquatic Managed Areas
Florida Department of Environmental Protection (DEP)

B.5 Solicitation Submission/Timeline: (This section supersedes Attachment A, PUR1001, Instruction #3, Electronic Submission of Responses.)

By Tuesday, April 10, 2007 @ 2:30 P.M. ET, prospective contractors shall submit six (6) copies of their response to this solicitation. See the instructions for proposal preparation in Section B.30 and submittal information herein. Electronic submission of responses is not required and will not be accepted for this solicitation. Responses may be sent by U.S. Mail, Courier, or Hand-Delivered. RESPONSES TRANSMITTED BY FACSIMILE WILL NOT BE CONSIDERED.

Responses must be received by:

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

NO LATER THAN 2:30 P.M. Eastern Time (ET), on Tuesday, April 10, 2007.

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

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

On or after 8:30 A.M. ET, on Tuesday, May 1, 2007, the recommended award will be posted on the Florida Department of Management Services (DMS) Vendor Bid System. To access the posted results, go to http://www.myflorida.com. Once at this site, the steps listed below should be followed to access the Vendor Bid System.

- Click on BUSINESS
- Click on "Doing Business with the State"
- Under the “Everything for Vendors and Customers” heading, click on "Vendor Bid System"
- Click on "Search Advertisements"
- Under the “Agency” search field, select the “Department of Environmental Protection” and click on "Initiate Search"
- Click on the solicitation number “2007055C-AD”
The DEP reserves the right to short list respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of contract award. If the DEP exercises the right, the short list will be posted on the Vendor Bid System at www.myflorida.com on or after 8:30 A.M. ET, Tuesday, May 1, 2007. In the event that the Department exercises the right to hold oral discussions, all of the participating firms will start out on an equal basis.

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

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

B.6 Questions (This section supersedes Attachment A, PUR1001, Instructions #5, Questions.):

Any questions from prospective contractors concerning this RFP shall be submitted in writing, identifying the submitter, to Ruth Heggen at the address specified in section B.5 above, by email to ruth.heggen@dep.state.fl.us or by facsimile to 850-245-2411, no later than ten (10) days prior to the response due date. E-mail inquiries are preferred, however a hard copy or facsimile is acceptable. All questions and answers/changes to the solicitation will be provided in writing and posted on the DMS Vendor Bid System (VBS). It is the prospective contractor’s responsibility to check periodically for any information updates to the solicitation which are posted to the VBS. DEP bears no responsibility for any delays, or resulting impacts, associated with a prospective contractor’s failure to obtain the information made available through the DMS Vendor Bid System.

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

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

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

B.7 Restriction on Communication with DEP Staff:

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

B.8 Disclosure and Ownership of Bid Contents by the DEP:

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

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

B.9 Public Records:

Any material submitted by a Respondent will become a public record pursuant to Chapter 119, Florida Statutes, when the DEP opens the proposals. Any claim of confidentiality is waived upon submission, unless addressed as set forth in Section B.8 above.

B.10 Notification (This section supersedes Attachment A, PUR1001, Instruction #12, Electronic Posting of Notice of Intended Award.):

The Proposal Tabulation, with recommended award, will be posted for review by interested parties at the location specified in Section B.5 above, on or after 8:30 A.M., ET, Tuesday, May 1, 2007, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any respondent who desires to protest the recommended award must file a protest with the Procurement Section, Department of Environmental Protection, 3800 Commonwealth Boulevard, MS#93, Room 235 Carr Building, Tallahassee, Florida 32399-3000, within the time prescribed in Section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

B.11 Description of Work Being Procured:

The Florida Department of Environmental Protection (DEP) Coral Reef Conservation Program (CRCP) is requesting proposals from qualified contractors to complete Fishing, Diving and other Uses (FDOU) Project 33 for the Southeast Florida Coral Reef Initiative (SEFCRI). The purpose of Project 33 is to identify vessel usage patterns on southeast Florida reefs and determine which reefs areas are the most susceptible to damage from anchoring. The scope of work requires the collection of spatial and temporal data that will provide information about use patterns of vessels operating within the four county SEFCRI region (Miami-Dade, Broward, Palm Beach and Martin counties). Experience with coral reef ecosystems and management is preferred but not required to submit a proposal.

The results of this study will provide information about which southeast coral reef resources receive extensive use, overuse, or may experience user conflicts. The data collected and accompanying report will be used by SEFCRI, local resource managers, and the public to help identify coral reef areas in need of protective measures such as mooring system or other management tool. The ultimate goal of FDOU Project 33 is to reduce unintentional impacts to southeast Florida coral reefs that may be caused by recreational or commercial boating activities. All services shall be performed in accordance with the Scope of Services provided as Attachment C of this solicitation.

B.12 Number of Awards:

The DEP anticipates the issuance of one (1) contract for services under this solicitation. The DEP, at its sole discretion, shall make this determination.

B.13 Contract Period:

The Contract is anticipated to begin about execution and remain in effect until December 31, 2007, inclusive. However, all services must be completed and the final report and final invoices submitted to the DEP no later than December 15, 2007.
B.14 Type of Contract Contemplated (This section supersedes Attachment A, PUR1000, Condition #2, Purchase Orders.):

A fixed price contract is proposed; however, the DEP reserves the right to award another type contract if such will be most advantageous to the DEP and the State of Florida, cost and other factors considered.

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

B.15 Offer Acceptance Period:

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

B.16 Firm Response (This section supersedes Attachment A, PUR1001, Instruction #13, Firm Response.):

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

B.17 Disclosures:

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

B.18 Laws and Permits:

The selected contractor must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under the contract resulting from this solicitation. All permits and licenses required for the contract must be obtained by the selected contractor and maintained for the duration of the contract. The DEP will not pay the cost of licenses or permits required by any selected contractor for company operations.

B.19 Insurance (This section supersedes Attachment A, PUR1000, Condition #34, Insurance Requirements.):

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

The contractor selected under this RFP shall maintain, during the life of the contract, comprehensive general liability coverage with limits of not less than $100,000 per occurrence and $300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $300,000 combined single limit.

The selected contractor’s current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the DEP Procurement Administrator, 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 DEP. The insurance certificate must name the DEP as an additional insured and reference the DEP Contract Number.

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

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

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

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

**B.22 Vendor Registration:**

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

The following DMS Class/Group Codes are provided to assist you in your registration efforts: 973-360 Environmental Studies Services.

**B.23 Florida Department of State Registration Requirements:**

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

**B.24 Subcontracting:**

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

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

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

**B.25 Rights to Data and Copyright:**

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are (1) submitted with a response, (2) specified to be delivered under a project contract, or (3) developed or produced and paid for in whole or in part by contract funds, except as may otherwise be provided in the contract, become the property of the DEP.
B.26 Conflict of Interest:

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

B.27 Force Majeure:

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

B.28 Number of Copies to be Submitted:

Six (6) signed copies of the proposal must be submitted for review by the DEP. Each copy is to be bound individually. One (1) copy of the proposal shall bear original signatures. Use of legible reproductions of signed originals is authorized for all other copies of the proposal.

B.29 Elaborate Responses:

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

B.30 General Instructions for Preparation of the Proposal:

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

The proposal shall consist of the following parts:

A. DEP Solicitation Acknowledgement Form:

The DEP Solicitation Acknowledgement Form (original copy provided in solicitation package as Attachment A) shall be completed as instructed. The originally signed copy shall be submitted in one (1) copy of the response package marked "Original". Five (5) photocopies of the signed original Attachment A shall be made and one (1) copy shall be provided in each of the five (5) additional response packages submitted to the DEP. If a respondent fails to submit a completed DEP Solicitation Acknowledgement Form with their response, the DEP reserves the right to contact the respondent by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation.

In the event that respondents submit a proposal as a joint venture, each member of the joint venture must complete and sign a separate DEP Solicitation Acknowledgement Form.
B. Technical Response

The technical response package shall be prepared by each respondent utilizing 8.5" x 11" paper. Each respondent shall limit each section of the technical response package to no more than the page limits specified below for each section. Any photographs, maps, diagrams, charts or other non-text material which provides information about the respondent will be included in the page limitation of that section of the Technical Response Package.

If the specified page limit for a particular section or subsection is exceeded, the extra pages for that section or subsection will not be reviewed. Pages not used for a particular section or subsection cannot be added to the page allowance for another section.

Respondents shall prepare their Technical Response Package in the order outlined below for ease of the identification and review by the evaluation committee members. 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 (2 page limit)
   This section shall provide an overview of the problem, the respondent's approach to solving it, and why the respondent is qualified to perform the work.

2. Respondent Background (2 page limit)
   This section shall provide information of the historical background of the respondent and on the respondent's organizational structure. This should include years in operation and involved in services that are relevant to the services being requested under this solicitation.

3. Qualifications and Experience (3 page limit excluding resumes)
   This section shall identify all personnel proposed for assignment to the contract resulting from this solicitation and present the qualifications of the proposed team in the areas listed below. Examples of past experience shall be described. If subcontractors will be used, include their qualifications and experience.

   This section shall also demonstrate the respondent’s experience in each of the following areas:

   a. Ability to conduct independent research;
   b. Experience using GIS tools and data management;
   c. Experience in data analysis;
   d. Knowledge of marine management tools and strategies; and,
   e. Knowledge of threats to coral reef ecosystems, especially those pertaining to southeast Florida.

   In an appendix to this section, the respondent shall supply resumes showing the qualifications of the individual(s) who will perform the work, including experience in similar work, curriculum vitae, and relevant college, graduate or professional courses.

   Note: Qualifications of personnel can only be presented as part of the respondent's response for individuals who are currently employed by the respondent, not individuals the respondent proposes to hire if they are awarded a contract. The same applies to qualifications of subcontractor personnel.
4. **Proposed Data Collection Methodology (6 page limit)**

This section shall describe, in as much detail as possible, the respondent’s approach to data collection, which must meet the specifications outlined in the Goals & Objectives and Scope of Work sections of Attachment C. The description should address, at a minimum, the respondent’s approach to the following:

a. precision of vessel location;
b. replication of data collected for each use period (i.e. the number of days in which data is collected for each use period); and,
c. temporal design of data collection.

5. **Proposed Data Analysis and Deliverables (2 page limit)**

This section shall specify how the data will be analyzed and results reported. Proposed methods and deliverables must meet the specifications outlined in the Goals & Objectives and Scope of Work sections of Attachment C. At a minimum, this section should specify:

a. GIS deliverables; and,
b. anticipated results to be included in the final report.

6. **Proposed Task Timeline (1 page limit)**

This section shall present the respondent’s proposed tasks needed to complete this project as outlined in the scope of services specified in Attachment C and a timeline for the completion of each proposed task. The total number of tasks is to be proposed by the respondent; however, the tasks to be completed must meet the minimum requirements as specified in the Goals & Objectives and Scope of Work sections of Attachment C and **must include the tasks identified as Tasks 4, 5 & 6 in the summary table below**.

7. **Cost (No page limit)**

A maximum of $57,000 is available for the completion of this project.

The respondent shall provide a detailed budget for the overall project, as well as a detailed budget by task as proposed by the respondent. The price must include all things necessary to complete the project as described in this solicitation and the respondent’s response hereto. The budgets shall be presented in the format shown in Attachment D.

The respondent shall also include a summary table **in the format provided below**. The Descriptions, Completion Dates and Costs for the tasks identified as Tasks 1, 2 and 3 are for illustrative purposes only. The actual information provided by the respondent in their summary table shall be dependent upon the tasks and timelines proposed by the respondent in the Proposed Task Timeline section of their response (see item 6. above) and the costs per task identified in this section. However, the tasks identified as Tasks 4, 5 and 6 in the summary table are mandatory and must be completed by the completion dates provided.

**Budget Notes:**

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

Travel and per diem expenses directly related to accomplishing the project goals or performing specific services by contractor employees are eligible costs. Travel and per diem must be in accordance with Section 112.061, Florida Statutes.
### Sample Summary Table

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Description</th>
<th>Completion Date</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(Example: Method of data collection to determine vessel use patterns in Broward County)</td>
<td>03/30/2007</td>
<td>$8,000</td>
</tr>
<tr>
<td>2</td>
<td>(Example: Method of data collection to estimate vessel use patterns in all 4 counties of the SEFCRI geographical region)</td>
<td>10/30/2007</td>
<td>$25,000</td>
</tr>
<tr>
<td>3</td>
<td>(Example: GIS Analysis)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>GIS Products and databases submitted</td>
<td>11/15/2007</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Provide a draft of the final report that includes a summary of the work completed, the results, a discussion of the findings, and proposed management options based upon the results of the project.</td>
<td>11/15/2007</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Submit final report inclusive of feedback and suggestions provided by FDOU 33 project team. Final invoice due</td>
<td>12/15/2007</td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost**

Note: Rather than awarding the maximum points to the lowest cost, the evaluation process will consider the value received by the DEP relative to the cost (i.e. the Department will evaluate the cost in terms of the amount of time budgeted to work on the project (excluding travel time) relative to the amount of data expected to be compiled).

8. **Past Performance References** *(Must use pages provided as Attachment E)*

   The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after March, 2002).

   In the spaces provided on Attachment E, the respondent (not intended subcontractors) must provide the required information for a minimum of three (3) separate and verifiable projects. 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 the DEP as a client reference on this form.**

   The same client may not be listed for more than one (1) project 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.

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

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

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

Failure to provide the required information for a minimum of three (3) separate and verifiable projects in the spaces provided on Attachment E 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.

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

C. Respondent/Subcontractor Summary Form

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

D. Documentation Supporting Subcontract Arrangements

All respondents shall supply written proof of subcontract arrangements for this solicitation. Documentation shall be supplied for each subcontractor listed on Attachment H, which the respondent intends to utilize and for whom the respondent has identified qualifications and experience in their proposal. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number (2007055C), the project title (Identification of Vessel Use Patterns on Southeast Florida Reefs), and the primary contractor with whom the firm intends to subcontract. Failure to submit a letter of commitment from an intended subcontractor identified in the proposal shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.

E. State Project Plan

The respondent shall submit a written plan addressing the State’s four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The DEP expects respondents to address each objective. Objectives not addressed in the selected contractor’s response must be addressed prior to contract execution. The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.

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

3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org). The respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at [http://www.pridelf.com](http://www.pridelf.com). The respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

B.31 **Evaluation Criteria**

**A. General**

1. The DEP reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.

2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**
3. The DEP may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other respondents.

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

B. Scoring

With the exception of the past performance reviews and cost evaluation, each proposal will be reviewed by at least three evaluators. Each of the evaluators will work independently using the evaluation criteria contained in Attachment F. A DEP representative will contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews shall be provided to the evaluators for inclusion on their scores sheets for calculation of the total numerical rating. The Procurement Section will use the total point scores to convert to rank by each evaluator and then calculate an average rank for each proposal for all evaluators. The Procurement Section shall present the average rankings to the Director, Office of Coastal & Aquatic Managed Area, or his/her 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 needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so 3 + 4 = 7; 7 divided by 2 = 3.5. Each firm receives a rank of 3.5.

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

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

- Instructions for Preparation and Submission of Proposals for Identification of Vessel Use Patterns,
- Scope of Work,
- General Instructions to Respondents (PUR1001), and
- General Conditions (PUR1000).

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

SCOPE OF SERVICES

PROJECT TITLE
Fishing, Diving, and Other Uses (FDOU) Project 33 – The identification of vessel use patterns on southeast Florida reefs and determination of which reef areas are the most susceptible to damage from anchoring.

INTRODUCTION TO SEFCRI AND FDOU
In 2002, the U.S. Coral Reef Task Force (USCRTF) adopted the “Puerto Rico Resolution” which called for the development of Local Action Strategies (LAS) by each of its seven member U.S. states, territories and commonwealths. These LAS are locally-driven roadmaps for collaborative and cooperative action among federal, state, territory and non-governmental partners, which identify and implement priority actions needed to reduce key threats to valuable coral reef resources.

The goals and objectives of the LAS are linked to those found in the U.S. National Action Plan to Conserve Coral Reefs, adopted by the USCRTF in 2000. From the thirteen goals identified in the National Action Plan, the USCRTF prioritized six threat areas as the focus for immediate local action: over-fishing, land-based sources of pollution, recreational overuse and misuse, lack of public awareness, climate change, and coral bleaching and disease. Additional focus areas were identified in some jurisdictions, and for Florida, the impacts of the maritime industry and coastal construction were added.

With this guidance from the USCRTF, the Florida Department of Environmental Protection (DEP) and the Florida Fish and Wildlife Conservation Commission (FWC) coordinated the formation of a team of marine resource professionals (state, regional and federal), scientists, non-governmental organization representatives and other coral reef stakeholders. This team, named the Southeast Florida Coral Reef Initiative Team (SEFCRI Team), gathered to develop local action strategies targeting coral ecosystems from Miami-Dade County through Broward, Palm Beach and Martin Counties. This region was chosen because its reefs are close to an intensely developed coastal region, with a large and diverse human population. Prior to the development of the SEFCRI, there was not a coordinated management plan proposed for reefs located north of the Florida Keys and Biscayne National Park.

The SEFCRI is composed of four focus teams that address threats to coral reef ecosystems. Each focus team is responsible for conducting projects that evaluate and assist in minimizing threats to southeast Florida reefs. The four focus teams are: (1) Land-Based Sources of Pollution (LBSP), (2) Maritime Industry and Coastal Construction Impacts (MICCI), (3) Fishing, Diving and Other Uses (FDOU), and (4) Awareness and Appreciation (AA). The project described in the following Scope of Work was developed under the FDOU focus team.

The FDOU focus team was formed to address the impacts to southeast Florida’s coral reef ecosystems caused by fishing, diving, and boating. Actions associated with these activities often result in intentional and unintentional impacts that change marine populations and/or reef community structure. The FDOU LAS projects were created to evaluate these threats, assess how they impact reef ecosystems, and develop management options to help reduce threats associated with these activities. FDOU LAS projects concentrate on five focus areas: (1) the conservation ethics of different reef user groups, (2) the effect of direct extractive activities on reef communities, (3) the indirect effects to reef communities caused by fishing, diving, and boating, (4) the development of proper planning and procedures for the deployment of artificial reefs, and (5) the identification of reliable funding sources to ensure FDOU Team projects and goals are met. The cumulative goal of the FDOU LAS projects is to create a conservation strategy that balances the use of reef resources within sustainable limits of the southeast Florida reef ecosystem.

For additional information about SEFCRI, its mission, and the LAS please visit the SEFCRI website at: http://www.dep.state.fl.us/coastal/programs/coral/.

OVERVIEW OF FDOU PROJECT 33
The SEFCRI reef tract includes ~150 miles of the Florida reef tract located between Miami-Dade and Martin Counties. The reef consists of a series of discontinuous limestone terraces separated by large areas of sandy substrate. The terraces run parallel to shore and lie within 3 nautical miles of land except in the southern portion of Miami-Dade County. The reefs are at the northern range of scleractinian coral formation and the benthic habitat contains a diverse assemblage of hard and soft corals, sponges, crustaceans, and reef fishes.
Coral reefs within the SEFCRI geographic area lie adjacent to four of the most densely populated counties of Florida. Over the last decade, the combined population of Miami-Dade, Broward, Palm Beach, and Martin counties has exceeded more than five million people, accounting for over one-third of the state’s population. In 2001, it was estimated that residents within these counties spent over 11 million person days engaged in reef related activities such as snorkeling, scuba diving, and fishing (Johns et al., 2001). In addition, it is estimated that visitors accounted for another 10 million person days (Johns et al., 2001). This level of recreational use of the residents in southeast Florida has nearly tripled over the last 40 years. Even though all registered vessels do not participate in reef based activities, the total number of registered recreational boats within the SEFCRI region increased 329% since 1964 (Johnson et. al, in press). Regardless of the exact proportion, the growth in the recreational boating sector has resulted in higher levels of direct extractive pressure and has increased the risk from associated impacts such as anchor damage.

FDOU Project 33 will identify vessel use patterns on southeast Florida reefs and determine which reef areas are the most susceptible to damage from anchoring. Many reef activities require anchoring, especially when multiple uses of the reef occur in concentrated areas. Damage to reefs can be caused directly from anchor deployment onto reefs or when anchors drag into reefs due to strong currents or ocean swells. In both cases, anchor impacts can cause severe injuries or mortality to reef organisms. Anchor damage can be avoided or reduced with the installation of mooring systems, the designation of anchorage and “no anchoring” areas, and by increasing the education and awareness about the threats posed by careless anchorage.

FDOU PROJECT 33 GOALS & OBJECTIVES
The goal of FDOU Project 33 is to determine vessel use patterns on southeast Florida reefs and identify those reef areas receiving the greatest level of anchoring pressure. Spatial and temporal data will be collected on the use patterns of vessels operating within the four county SEFCRI region (Miami-Dade, Broward, Palm Beach, and Martin counties). The results of this study will be used by SEFCRI, local resource managers, and the public to help identify reef areas that receive extensive use, may experience use conflicts, and may be suitable for a mooring system or other management tools. FDOU Project 33, in combination with results from other FDOU projects, will help to minimize the unintentional impacts to southeast Florida’s reefs caused by recreational and commercial fishing, diving, and boating activities.

SCOPE OF WORK
FDOU Project 33 is organized into three primary tasks: (1) Collection of data describing daily and seasonal spatial use patterns of southeast Florida coastal waters, with a specific emphasis on reef use by recreational and commercial vessels. (2) Data collected on vessel use levels and patterns within the SEFCRI geographical region will be illustrated through GIS charts and figures. (3) Submission of a final report that includes a summary of the work performed, the methodology used, a statistical analysis of the results, a discussion of the findings, and recommendations of potential management options based upon the data collected. Supporting databases, metadata, GIS maps will be submitted with the final report.

Description of Tasks
1. Collection of data describing daily and seasonal spatial use patterns of southeast Florida waters by recreational and commercial vessels.

   a) Vessel assessment
   Any justified means of acquiring this data will be considered. For example, analysis of aerial photographic or satellite images have been shown to yield the data required. If aerial surveys are proposed (i.e. via fixed wing plane or helicopter) they must be performed by a contractor holding a professional license from the appropriate State of Florida agency demonstrating the contractor is a registered survey and mapping firm in Florida and they must be under contract with the Florida Department of Environmental Protection (DEP), Bureau of Surveying and Mapping (BSM) to provide surveying and mapping services to the DEP. A list of firms under contract with the DEP BSM may be obtained by contacting the BSM at (850) 245-2806. For any method proposed, the data collected should be conducted with supplemental mapping information such as NOAA nautical charts, mooring buoy, or bathymetric (LADS) data that will enable the most accurate assessment of the location of anchored and moored vessels.

   b) Periods of use
   The data collected must capture three different levels of potential use patterns. Data collection must span low-use periods (weekdays), moderate to high-use periods (weekends) and maximum use periods (holidays or season opening events). A minimum of five days during each period is required: low (weekday), moderate to high (weekend), and
maximum use (holiday weekend or events: Labor Day weekend, Columbus Day, Thanksgiving weekend, Martin Luther
King Day weekend, President’s Day weekend, Easter weekend, Memorial Day weekend, 4th of July, opening of lobster
“two day sport” or regular season, Air & Sea Show). When possible, the data collected for all three use periods should
include seasonal design.

c) **Standards to be followed and recorded for each data collection date**
   1) Data collection should commence during midday, recording start and end times and locations
   2) Standardize and record start and end points
   3) Standardize data collection pattern/methodology
   4) For each set of data collected, the complete SEFCRI reef region should be assessed
   5) Data collection for non-holiday dates should only use days with favorable boating conditions and record the
      actual conditions during all data collection dates
      ▪ Wind: <15 knots (record speed and direction)
      ▪ Temperature: >70°F
      ▪ Cloud cover: clear to partly cloudy
      ▪ Precipitation forecast: < 50%

d) **Vessel information required**
   1) Position (latitude and longitude) of the vessel (30m minimum resolution)
   2) Class of vessel: recreational or commercial
   3) Size class of vessel: <10m, 10 – 20m, 20 – 30 m, >30m
   4) Status or activities (include all that apply)
      ▪ Anchored
      ▪ Moored
      ▪ Adrift
      ▪ Trolling
      ▪ Underway
      ▪ Recreational fishing
      ▪ Commercial fishing (include type)
      ▪ Diver down
      ▪ Snorkeling
      ▪ Gambling

e) **Geographic range**
   The range of the SEFCRI geographic region and data collection will encompass the following:
   1) Latitude: St. Lucie County/Martin County line to the Fowey Rocks Light (south of Key Biscayne).
   2) Longitude: Coastline out to the 200’ depth contour (~80° meridian).

2. **Supplemental GIS charts or figures indicating highest levels of use and greatest frequency of anchorage of
   southeast Florida waters.**

   a) **GIS Charts and Figures**
      From the data collected under Task 1, GIS charts or figures will be used to illustrate the following information: (1)
      spatial analysis of usage patterns (2) temporal analysis for periods of use (3) usage analysis by vessel class and size
      (4) greatest frequency of anchorage and (5) areas experiencing user conflicts. All GIS charts and figures need to be
      produced with the highest possible resolution. For example, data depicting vessel density should be standardized to
      smallest measurable unit (meter, kilometer, hectare, etc.).

   b) **Metadata**
      Data and Shapefiles must be maintained in a database compatible with the SEFCRI Integrated Management System
      (IMS). This will ensure raw data collected under Task 1 is transformed into a standard GIS format meeting Federal
      Geospatial Data Center (FGDC) compliance (see regulations for FGDC compliance below).
c) **GIS Compliance**

The collection or production of geospatial data (e.g., GIS data layer), must comply to the maximum extent practicable with Executive Order 12906, coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure Federal Register vol. 59, Number 71, pp. 17677-17674, the contractor shall document all new geospatial data it collects or produces using the standard developed by the Federal Geospatial Data Center (FGDC), and make that standardized documentation electronically accessible to NOAA’s Office of Ocean and Coastal Resource Management (OCRM). The standards for developing, sharing, and using geospatial data can be found at [http://www.fgdc.gov/standards/](http://www.fgdc.gov/standards/).

3. **Submission of Final Report.**

   a) **Report Overview**

   The report will contain an introduction about the work performed, the methodology used, the results, and a discussion of the findings. The result of the report should address which sections of the reef are most intensively used, which areas most frequently incur anchorage, by whom, when, and which areas of the reef would benefit from management strategies to decrease the threat of anchor damage. Any raw or compiled data not used in the report can be submitted as appendices.

   b) **Statistical Analysis**

   The data collected under Task 1 and submitted in the results of the final report must be analyzed statistically. Results should test for significant differences in reef use across spatial and temporal data and data collected for vessel class, size, and activity. Graphs, tables, and charts should be included to illustrate the results where appropriate.

**Deliverables**

The specific deliverables described below will be submitted to the FDOU Project Coordinator. The deliverables listed below are only the physical products that will be provided to the SEFCRI. The content for each deliverable is described in the Goals and Objectives and Scope of Work sections.

1. The contractor shall submit quarterly progress reports and invoices deliverable on the 10th day following the preceding 3 month quarter (7/10/07, 10/10/07).

2. Four electronic copies* of the GIS charts and figures generated as outlined in the Scope of Work Task 2a.

3. Four electronic copies* of the database containing GIS data and/or files as described in Scope of Work Task 2b.

4. Four electronic* and four hard copies of the final report with appendices and supporting information as described under Scope of Work Task 3.

   - A draft of the final report will be submitted to the FDOU Project Coordinator at least 6 weeks prior to the expiration of the contract. The draft will be given to SEFCRI partners for review, and comments will be returned to the contractor with 3 weeks remaining to integrate the required changes.
   - * DVD or CDs must be used for submission of electronic files

The cover of the title page of all reports, studies, or other documents shall acknowledge the financial assistance provided by the National Oceanic and Atmospheric Administration Coral Reef Conservation Program, as administered by the Office of Ocean and Coastal Resource Management, the Florida Department of Environmental Protection and the DEP Coral Reef Conservation Program.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
# DEP CONTRACT BUDGET FORM

**PROJECT TITLE:**

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

1. **PERSONNEL EXPENSES**

   **A. Salaries** (Name/Title/Position)
   
<table>
<thead>
<tr>
<th>Name/Title/Position</th>
<th>Hourly Cost ($)</th>
<th>Hours</th>
<th>Totals ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

   **Total Salaries**

   **B. Fringe Benefits** (Rate% * Total salaries applicable)
   
<table>
<thead>
<tr>
<th>Rate %</th>
<th>Total Sal. App.</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

   **Total Personnel Expenses (A+B)**

2. **Supplies**

   **Description**
   
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost ($)</th>
<th>Quantity</th>
<th>Totals ($)</th>
</tr>
</thead>
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</tbody>
</table>

   **Total Supplies**

3. **Equipment**

   **Description**
   
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost ($)</th>
<th>Quantity</th>
<th>Totals ($)</th>
</tr>
</thead>
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</table>

   **Total Equipment**

4. **Travel**

   **Purpose/Destination**
   
<table>
<thead>
<tr>
<th>Description</th>
<th>Per Diem $</th>
<th>Days</th>
<th>Mileage</th>
</tr>
</thead>
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<tr>
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</table>

   **Total Travel**

5. **Contractual**

   **Name or Services**
   
<table>
<thead>
<tr>
<th>Description</th>
<th>Fee/Rate ($)</th>
<th>Hours</th>
<th>Totals ($)</th>
</tr>
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</table>

   **Total Contractual**

6. **Miscellaneous**

   **Description**
   
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost ($)</th>
<th>Quantity</th>
<th>Totals ($)</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

   **Total Miscellaneous**

   **SUBTOTAL (1 thru 6)**

7. **Overhead/Indirect** - Base: ____________________________

<table>
<thead>
<tr>
<th>Rate %</th>
<th>Base $</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

   **Total Budget**

---

**Contractor:** __________________________________________________________

**Contractor Signature:** __________________________________________________

**Date:** _____________________

**DEP Project Manager:** __________________________________________________

**Date:** _____________________

---

DEP Solicitation No. 2007055C, Attachment D, Page 1 of 2
INSTRUCTIONS

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

1. PERSONNEL - A. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. If more space is needed, use a separate sheet to list individual positions and salaries, and show here the total hours for each title or position. Divide annual salaries by 2080 hours, and nine month academic salaries by 1560 hours, to find the hourly rate. B. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations on an attachment.

2. SUPPLIES - List expendable supplies by category description, unit costs and quantity.

3. EQUIPMENT - List non-expendable personal property/equipment valued at $1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail in an attached explanation.

4. TRAVEL - List trips by their purpose and/or destination. Unless travel details are included in the Scope of Services, a separate narrative should be attached. Indicate the number of days for each trip and the per diem. Keep in mind the DEP can only pay for travel at the approved State rate (Section 112.061, Florida Statutes). Use "Fare/Rate" for mileage rate and multiply by "Mileage", or for travel fare and leave "Mileage" blank.

5. CONTRACTUAL - Subcontractors should provide the same information required by this budget form, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount and provide an attached explanation as to how it was determined. Contractual services other than fixed price will be compensated by the DEP on a cost-reimbursement basis.

6. MISCELLANEOUS - List expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than $1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature.

7. OVERHEAD/INDIRECT - Indicate the approved overhead/indirect cost rate, the dollar amount of the base to which it is applied, and the resulting total. Identify the base (cost categories) to which the rate is applied on the line indicated. State agencies and members of the State University/Florida Community College System are limited by 216.346, Florida Statutes, to 5% of the total budget for overhead/indirect costs.

8. TOTAL BUDGET - Show the total of categories 1 through 7.
ATTACHMENT E

CLIENT REFERENCE FORMS

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

The DEP will review its records to identify all contracts that the respondent has undertaken with the DEP, where the respondent was the prime contractor, during the last five (5) years (contracts in effect during or after March, 2002) for use in the evaluation of Past DEP Performance, if applicable.

Clients that are listed as subcontractors in the respondent’s proposal will not be accepted as past performance references under this solicitation.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Client #1

Client Name:______________________________________________________________________________________________

Address:_________________________________________________________________________________________________
________________________________________________________________________________________________________

Contact Person:_________________________________________________ Phone Number: (___)__________________________

Project Performance Period:____________________________________ to ___________________________________________

Dates should be in mm/yy format

Location of Project:________________________________________________________________________________________

Brief description of the services performed for this project:
Client #2

Client Name: ________________________________________________________________

Address: ____________________________________________________________________

_____________________________________________________________________________

Contact Person: ___________________________ Phone Number: (___) __________________

Project Performance Period: ___________________________ to ___________________________

Dates should be in mm/yy format

Location of Project: ____________________________________________________________

Brief description of the services performed for this project:

____________________________________________________________________________
Client #3

Client Name:________________________________________________________

Address:_______________________________________________________________________________________________

_________________________________________________________________________________________________________

Contact Person:________________________________________________ Phone Number: (___)______________________________

Project Performance Period:________________________________________ to ________________________________________

Dates should be in mm/yy format

Location of Project:____________________________________________________________________

Brief description of the services performed for this project:

_________________________________________________________________________________________________________
Client #4

Client Name:_______________________________________________________________________________________________

Address:__________________________________________________________________________________________________
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

Contact Person:_______________________________________________    Phone Number: (___)__________________________

Project Performance Period:______________________________________ to __________________________________________

Dates should be in mm/yy format

Location of Project:___________________________________________________________________

Brief description of the services performed for this project:
## ATTACHMENT F

### EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Raw Score Possible</th>
<th>Weight Factor</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Acknowledgement Form</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Technical Response</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Introduction¹</td>
<td>4 X 1 = 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Respondent Background ¹</td>
<td>4 X 1 = 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Qualifications and Experience</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Qualifications of Personnel/Subcontractors ¹</td>
<td>4 X 2 = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Experience of Personnel with Similar Projects ¹</td>
<td>4 X 2 = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Ability to Conduct Independent Research ¹</td>
<td>4 X 2 = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Experience Using GIS Tools and Data Management ¹</td>
<td>4 X 2 = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Experience in Data Analysis ¹</td>
<td>4 X 2 = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Knowledge of Marine Management Tools and Strategies ¹</td>
<td>4 X 2 = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Knowledge of Threats to Coral Reef Ecosystems ¹</td>
<td>4 X 2 = 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Proposed Data Collection Methodology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Precision of Vessel Location ¹</td>
<td>4 X 4 = 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Replication of Data Collected for Each Use Period ¹</td>
<td>4 X 4 = 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Temporal Design of Data Collection ¹</td>
<td>4 X 4 = 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Proposed Data Analysis and Deliverables</td>
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<td></td>
</tr>
<tr>
<td>1. GIS Deliverables ¹</td>
<td>4 X 4 = 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Anticipated Results to be Included in Final Report ¹</td>
<td>4 X 4 = 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Proposed Task Timeline ¹</td>
<td>4 X 1 = 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Cost²</td>
<td>4 X 14 =</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Past Performance References ³</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1. Client #1 ³</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2. Client #2, DEP if applicable ³</td>
<td>20 X .5 = 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Subcontractor Documentation Failure to submit subcontractor...</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Numerical Rating ⁴</td>
<td></td>
<td></td>
<td>224</td>
</tr>
</tbody>
</table>
Notes:

1 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 not addressed</td>
</tr>
<tr>
<td>1</td>
<td>Unsatisfactory</td>
</tr>
<tr>
<td>2</td>
<td>Average</td>
</tr>
<tr>
<td>3</td>
<td>Above Average</td>
</tr>
<tr>
<td>4</td>
<td>Superior</td>
</tr>
</tbody>
</table>

2 Rather than awarding the maximum points to the lowest cost, the evaluation process will consider the value received by the DEP relative to the cost (i.e. the Department will evaluate the cost in terms of the amount of time budgeted to work on the project (excluding travel time) relative to the amount of data expected to be compiled).

3 References: A DEP representative will contact one of the references provided for each response in order to complete an evaluation questionnaire (see page 5 of this Attachment). The scores will be provided to each of the evaluators to fill in on their score sheets. The DEP will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for that reference evaluation. Another reference will not be selected as a replacement for a non-responding reference. The DEP will not attempt to correct incorrectly supplied information. Failure to provide the required information for three (3) separate and verifiable projects in the spaces provided on Attachment D; or failure to provide the required information shall result in the respondent receiving a score of zero for the Past Performance section of the evaluation criteria.

4 Failure of the respondent to provide any of the information required in the technical response portion of the RFP response shall result in a score of zero (0) for that element of the evaluation, with the exception of the cost, which will result in the response being deemed non-responsive and therefore rejected.
<table>
<thead>
<tr>
<th>SAMPLE EVALUATION CRITERIA SCORESHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Acknowledgement Form</td>
</tr>
<tr>
<td>II. Technical Response</td>
</tr>
<tr>
<td>A. Introduction¹ 4</td>
</tr>
<tr>
<td>B. Respondent Background ¹ 4</td>
</tr>
<tr>
<td>C. Qualifications and Experience</td>
</tr>
<tr>
<td>1. Qualifications of Personnel/Subcontractors ¹ 4</td>
</tr>
<tr>
<td>2. Experience of Personnel with Similar Projects ¹ 4</td>
</tr>
<tr>
<td>3. Ability to Conduct Independent Research ¹ 4</td>
</tr>
<tr>
<td>4. Experience Using GIS Tools and Data Management ¹ 4</td>
</tr>
<tr>
<td>5. Experience in Data Analysis¹ 4</td>
</tr>
<tr>
<td>6. Knowledge of Marine Management Tools and Strategies ¹ 4</td>
</tr>
<tr>
<td>7. Knowledge of Threats to Coral Reef Ecosystems¹ 4</td>
</tr>
<tr>
<td>D. Proposed Data Collection Methodology</td>
</tr>
<tr>
<td>1. Precision of Vessel Location ¹ 4</td>
</tr>
<tr>
<td>2. Replication of Data Collected for Each Use Period ¹ 4</td>
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<tr>
<td>3. Temporal Design of Data Collection ¹ 4</td>
</tr>
<tr>
<td>E. Proposed Data Analysis and Deliverables</td>
</tr>
<tr>
<td>1. GIS Deliverables ¹ 4</td>
</tr>
<tr>
<td>2. Anticipated Results to be Included in Final Report ¹ 4</td>
</tr>
<tr>
<td>F. Proposed Task Timeline ¹ 4</td>
</tr>
<tr>
<td>G. Cost ²</td>
</tr>
<tr>
<td>1. Client #1 ² 20</td>
</tr>
<tr>
<td>2. Client #2, DEP if applicable ² 20</td>
</tr>
<tr>
<td>I. Subcontractor Documentation</td>
</tr>
<tr>
<td>Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor’s qualifications from consideration in the Response package.</td>
</tr>
</tbody>
</table>

|Total Numerical Rating ⁴ |

Notes:

1 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>
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<tr>
<td>3</td>
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</tr>
<tr>
<td>4</td>
<td>Superior</td>
</tr>
</tbody>
</table>

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### EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

**Respondent’s Name:**

**Client’s Name:**

**Contact Person:**

**Reviewer Code:**

**Date:**

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

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. How well did the contractor adhere to the agreed upon schedule?</td>
<td></td>
</tr>
<tr>
<td>Satisfactory = 2 points; Unsatisfactory = 0 points</td>
<td></td>
</tr>
<tr>
<td>3. Was the job completed within the proposed or agreed upon price?</td>
<td></td>
</tr>
<tr>
<td>Yes = 2 point; No = 0 points</td>
<td></td>
</tr>
<tr>
<td>4. Were the contractor’s personnel knowledgeable of the type service contracted for, coordinated and efficient?</td>
<td></td>
</tr>
<tr>
<td>Yes = 2 point; No = 0 points</td>
<td></td>
</tr>
<tr>
<td>5. Was the contractor responsive to suggestions, comments or modifications regarding work plan, reports or projects?</td>
<td></td>
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<tr>
<td>Yes = 2 points; No = 0 points</td>
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<td>6. Was the contractor successful in providing a finished product?</td>
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<tr>
<td>Yes = 2 point; No = 0 points</td>
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<td>7. How would you rate the overall quality of the contractor’s work?</td>
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<tr>
<td>Excellent = 4 points; Above Satisfactory = 3 point; Satisfactory = 2 points; Below Satisfactory = 0 points</td>
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<td>8. Did the contractor provide adequate and timely responses to information requests?</td>
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<tr>
<td>Yes = 2 point; No = 0 points</td>
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<tr>
<td>9. Were the contractor’s reports and invoices accurate, well documented and submitted within the agreed upon terms?</td>
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<tr>
<td>Yes = 2 point; No = 0 points</td>
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<td>10. Would you utilize this contractor again?</td>
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<td>Yes = 2 points; No = 0 points</td>
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**Total Score**

**Reference’s Signature:**

**DATE**

DEP Solicitation No. 2007055C, Attachment F, Page 5 of 5
ATTACHMENT G
CERTIFICATION OF DRUG-FREE WORKPLACE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under response a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

________________________________________________________________________
(Signature)

________________________________________________________________________
(Type Name)

________________________________________________________________________
(Firm Name)

________________________________________________________________________
(Address)

________________________________________________________________________
(City, State, Zip)
ATTACHMENT H
RESPONDENT/SUBCONTRACTOR SUMMARY FORM

TEAM IDENTIFICATION (To Be Completed By The Respondent.)

As Respondent to DEP Solicitation No. 2007055C, I/we intend to utilize the following team in connection with this project: [In the spaces provided below, list the name of the respondent, the name of each intended subcontractor, and indicate the business category of each one listed.]

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

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<tr>
<th>BUSINESS CLASSIFICATION</th>
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<th>NON-CERTIFIED MBE</th>
<th>NON-PROFIT ORG.</th>
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<td>OTHER NON-PROFIT</td>
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LIST NAMES OF RESPONDENT(S) & ALL INTENDED SUBCONTRACTORS

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<th>NAME OF SUBCONTRACTOR(S)</th>
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LIST NAMES OF RESPONDENT(S) & ALL INTENDED SUBCONTRACTORS
ATTACHMENT I
RFP RESPONSE CHECKLIST

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

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

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

2. _____ Technical Response, with page limits for sections as specified below, which addresses the following subjects:
   a. Introduction (2 page limit);
   b. Respondent Background (2 page limit);
   c. Qualifications and Experience (3 page limit excluding resumes);
   d. Proposed Data Collection Methodology (6 page limit);
   e. Proposed Data Analysis and Deliverables (2 page limit);
   f. Proposed Task Timeline (1 page limit);
   g. Cost (including Summary Table) (no page limit); and
   h. Past Performance (must use pages provided as Attachment E).

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

3. _____ State Project Plan, which addresses the following
   a. Environmental Considerations;
   b. Certification of Drug Free Workplace (complete and sign Attachment G, if applicable)
   c. Use of RESPECT; and
   d. Use of PRIDE.

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

5. _____ Submitted Letters Demonstrating Subcontractor Arrangement (See Attachment B, Section B.30.D.). Such letters must be written on the intended subcontractor’s letterhead and must include the DEP Solicitation Number (2007055C), the project title (Identification of Vessel Usage Patterns on Southeast Florida Reefs) and a clear agreement to provide services to the respondent’s company. Failure to submit a letter of commitment from an intended subcontractor identified in the response shall result in the disallowance of the qualification and experience of that subcontractor from consideration in the evaluation process.

6. _____ Six (6) copies (one (1) original and five (5) copies) of the entire response must be submitted to the DEP in accordance with Attachment B, Section B.5.

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

The proposed contract language contained below should be reviewed by all prospective contractors. In responding to DEP Solicitation No. 2007055C, a prospective contractor has agreed to accept the terms and conditions of the contract contained in this attachment. The DEP reserves the right to make modifications to this contract if it is deemed to be in the best interest of the DEP or the State of Florida.

DEP Contract No. _____

CONTRACT

This Contract is made and entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the “Department”), and (Name of Entity), a (Type of Entity), whose address is (Entity Address) (hereinafter referred to as the “Contractor”) for the Identification of Vessel Usage Patterns.

WHEREAS, the Department has received grant funds from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), CFDA No. 11.419, for Implementation of the Southeast Florida Coral Reef Initiative Local Action Strategy; and,

WHEREAS, the Department wishes to use these funds for the Fishing, Diving and Other Uses (FDOU) Project No. 33; Identification of Vessel Use Patterns in southeast Florida Coral Reefs; and,

WHEREAS, the Contractor has been selected through a competitive procurement process for the completion of these services.

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

1. The Department does hereby retain the Contractor to identify vessel usage patterns in southeast Florida coral reefs as defined herein and the Contractor does hereby agree to perform such services as outlined in DEP Solicitation No. 2007055C and the Contractor’s response thereto, incorporated herein by reference, and in accordance with Exhibit *, Scope of Services (see Attachment C of this Solicitation), attached hereto and made a part hereof. Any terms and conditions of the Contract which vary from those contained in the solicitation or the Contractor’s response thereto shall have precedence. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.

2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein.

3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

4. This Contract shall begin upon execution by both parties and remain in effect until December 31, 2007, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. This Contract may be renewed for an additional term not to exceed the original Contract period or three (3) years, whichever is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

5. A. As consideration for the satisfactory completion of the services outlined in Attachment A, the Department shall pay the Contractor on a fixed price basis in the amount of $______________.

B. The Contractor shall submit invoices upon the completion of each task as identified in Exhibit * for the amounts specified therein. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper
Exhibit I, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide Exhibit I with an invoice shall result in a delay in processing the invoice for payment. All travel and incidental expenses are included in the fixed price amount of this Contract. A final invoice must be submitted no later than ______ to assure the availability of funding for final payment.

6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Contract is not a commitment of future appropriations.

7. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.

8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than $1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850/245-2361.

9. The Contractor shall submit quarterly progress reports based on calendar quarters, which indicate the work performed during the reporting period, work scheduled for the next reporting period, percentage completion of each task, problems encountered and resolutions of the problems, and any schedule updates. The Contractor shall also submit all deliverables specified in Attachment A in accordance with the schedule therein.

The following language shall be included in all final documents issued as a result of this Contract to acknowledge NOAA's participation in the project.

“This project and the preparation of this report (or booklet, pamphlet, etc. as appropriate) were funded by a Coastal Zone Management grant from the National Oceanic and Atmospheric Administration through an contract with the Office of Coastal and Aquatic Managed Areas of the Florida Department of Environmental Protection.”

10. 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 the negligent acts of the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.

11. 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. This Contract may be unilaterally canceled by the Department if Contractor refuses 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 public inspection pursuant to Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
D. Notice shall be sufficient if delivered personally or by certified mail to the addresses set forth in paragraph 15.

12. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, the Inspector General of the Department of Commerce or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

13. A. The Contractor shall not subcontract work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned businesses for consideration in subcontracting opportunities may be obtained from the Office of Supplier Diversity at (850) 487-0915.

14. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.

15. Any and all notices shall be delivered to the parties at the addresses identified below.

A. The Department’s Contract Manager for this Contract is:

(Contract Manager’s Name)
Florida Department of Environmental Protection
(Division/District/Office Name)
(Address)
(City, State and Zip)
Telephone No.:
Fax No.:
E-mail Address:

B. The Contractor’s Contract Manager for this Contract is:

(Contract Manager’s Name)
(Official Name of Contractor’s Organization)
(Office/Program Name)
(Address)
(City, State and Zip)
Telephone No.:
Fax No.:
E-mail Address:

16. To the extent required by law, the Contractor will be self-insured against injury to Contractor’s employees, 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 self insurance or Workers’ Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers’ Compensation statutes, the Contractor shall provide, and cause each
subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

17. A. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than $100,000 per occurrence and $300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than $300,000 combined single limit.

B. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. 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 10 day notice) to the Department's Procurement Administrator and shall reference the DEP Contract Number.

18. The purchase of non-expendable personal property or equipment costing $1,000 or more is not authorized under the terms of this Contract.

19. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the Contractor's performance of services required by this Contract.

20. 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, task timeline within current authorized Contract period, 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, that causes an increase or decrease in the Contractor's cost or time, shall require formal amendment to this Contract.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. The Contractor shall comply with all applicable federal, state and local rules, regulations and ordinances in performing under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules regulations and ordinances. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

27. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
28. 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/

29. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

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

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

30. A. The Contractor agrees to comply with 15 CFR Part 8 "Nondiscrimination in Federally Assisted Programs." No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.

31. Before publishing or printing a final draft of any publication pertaining to this Contract, such draft shall be sent to the Department’s Office of Coastal and Aquatic Managed Areas for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of this Contract.

A. Publications, printed reports (other than the required performance, financial reports or publications as identified in paragraph 31.B. below), videos, websites or other materials must include the NOAA logo (logos can be found at the following web site at: http://www.dep.state.fl.us/cmp/grants/logos/index.htm or contact NOAA to get a copy) and the following statement on the cover or first page:

"This (report/video/website/publication) funded, through a Contract from the Florida Department of Environmental Protection, Office of Coastal and Aquatic Managed Areas, as amended, National Oceanic and Atmospheric Administration Award No. NA06NOS4190100. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not
necessarily reflect the views of the State of Florida, NOAA or any of its subagencies.” The next printed line shall identify the month and year of the publication.

B. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Contractor is required to submit a copy to the funding agency when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Contractor is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 31.A. above.

C. Audiovisuals: Contractors must acknowledge NOAA support on any audiovisual (e.g., website, video, slides, etc.) which is produced with financial assistance. Unless required under special terms of this Contract, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public. The acknowledgment must not represent or suggest in any way that the views expressed are those of the National Oceanic and Atmospheric Administration and must include the statement shown in paragraph 31.A. above.

The Contractor must receive approval from the Department before beginning production and distribution of any audiovisual (e.g., movie, video, slides, etc.) funded under this Contract. Please schedule at least thirty days for this approval. The Contractor must also provide the Department with shooting scripts and provide two (2) copies of the audiovisual (e.g., video, slides, etc.) upon completion.

D. Acknowledgement Requirement for Interpretive Signs and Banners: Interpretive signs and banners may include only the NOAA and the Department logos.

32. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the 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, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

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

33. The Contractor agrees to comply with, and include as appropriate in contracts and subcontracts, the provisions contained in Exhibit II, Contract Provisions. In addition, the Contractor acknowledges that the applicable regulations listed in Exhibit III, Regulations, shall apply to this Contract.

34. The Contract is funded through a National Oceanic and Atmospheric Administration grant (CFDA 11.419) from the U.S. Department of Commerce. Accordingly, the Contractor agrees to comply with the terms and conditions required for U.S. Department of Commerce funded projects, which may be accessed at http://www.ofa.noaa.gov/grants/awdprovisions.shtml.

37. 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

By: ____________________________ 
Title*: ____________________________ 
Date: ____________________________ 

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: ____________________________ 
_____ or designee

Date: ____________________________ 

_______, DEP Contract Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.:___________________

List of Attachments/Exhibits included as part of this Contract:

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<td>Scope of Work (see Attachment C)</td>
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<tr>
<td>Exhibit</td>
<td>I</td>
<td></td>
<td>Subcontractor Utilization Report Form (3 Pages)</td>
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<td>Exhibit</td>
<td>II</td>
<td></td>
<td>Contract Provisions (3 Pages)</td>
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<td>Regulations (1 Page)</td>
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EXHIBIT I

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

DIRECTIONS:

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

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LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD

LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

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<td>OTHER NON-PROFIT</td>
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**LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD**

**LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD**
SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

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

___________________________________________________
(Signature)                                              (Date)

___________________________________________________
(Business Name)

___________________________________________________
(Street Address)

___________________________________________________
(City, State, Zip Code)

___________________________________________________
(Phone Number)

DEP 55-217 (08/00)
EXHIBIT II

CONTRACT PROVISIONS

All contracts awarded by a contractor, including small purchases, shall contain the following provisions as applicable:


2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

DEP Solicitation No. 2007055C, Attachment J, Page 11 of 14
Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Drug Free Workplace** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 15 CFR Part 29, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.

12. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

13. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. **Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977** Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.
15. Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

16. Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-205); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Clean Air Act, Clean Water Act, and EO 11738 Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§7401 et seq.), Clean Water Act (33 U.S.C. §§1251 et seq.), and EO 11738, and shall not use a facility on EPA’s List of Violating Facilities in performing any award that is nonexempt under 40 CFR §15.5, and shall notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the list.

18. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.


20. Compliance with 15 CFR Part 27 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

21. Care and Use of Live Vertebrate Animals. Recipients must comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the acquisition, care, handling, and use in projects, and implementing regulations, 9 CFR Parts 1, 2 and 3; the Endangered Species Act (16 U.S.C. 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. 1361 et seq.) taking possession, transport, purchase, sale, export or import of wildlife and plants, The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 et seq.) ensure preventive measures are taken or that probable harm of using species in minimal if there is an escape or release, and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any U.S. Department of Commerce financial assistance award unless authorized by the Grants Officer.
Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations. Other DOC regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

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