



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
1875 ORANGE AVE E
TALLAHASSEE, FL 32311-6160
(850) 488-6551

**DERELICT, AT-RISK/PUBLIC NUISANCE, MIGRANT
AND VESSEL TURN IN PROGRAM (VTIP) VESSEL
REMOVAL FROM WATERS OF THIS STATE,
DESTRUCTION, AND DISPOSAL**

FWC 25/26-84

REQUEST FOR PROPOSALS

RESPONDENT ACKNOWLEDGEMENT FORM

Purpose: The intent of this RFP is to obtain competitive proposals for a multi award contract for the recovery, removal, and/or disposal of Derelict, At-Risk/Public Nuisance, Migrant, and VTIP vessels within the state of Florida., per the specifications contained herein. Only responsive and responsible Respondents will be considered for award of this RFP.

Responsive: To be responsive, a response must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of this RFP. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in this RFP and which, for reasons of policy, must be complied with at risk of response rejection for non-responsiveness.

Non-Responsive: Any submission that does not comply with this RFP in any way, does not contain all the properly signed forms, supplements or deviates from the RFP requirements or has an incomplete Cost Sheet may be considered nonresponsive at the discretion of [Procurement Manager](#).

Responsible Vendors: The Commission shall only consider responsible vendors. Responsible vendors are those that have, in the sole judgment of the Commission, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The Commission may also consider references and quality to determine the responsibility of the Respondent. The Commission reserves the right to use any information, whether supplied through the Respondent's submission or otherwise obtained, in determining responsibility.

Sealed Proposal: In response to a Request for Proposals (RFP), a sealed proposal is the final submission from a vendor prior to the proposal deadline, after which no further submissions will be considered.

Rejection of Reponses: The Commission reserves the right to reject any and all responses and to waive any minor irregularity in the submissions received in response to this RFP. The Commission reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject responses accordingly.

Name of Business: _____

Contact Person Name/Title: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Federal Employer Identification Number: _____ Contractor's License Number: _____

I certify that this RFP response is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same professional services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this acknowledgment for the Respondent.

Authorized Signature (Manual): _____

Authorized Signature Name (Typed) and Title: _____

Date: _____

CALENDAR OF EVENTS

FWC 25/26-84

SCHEDULE	DUE DATE	METHOD
RFP Advertised	May 26, 2026	Posted on the Vendor Information Portal (VIP)
Non-Mandatory Pre-Proposal Conference	June 9, 2026 @ 11:00 AM ET	See Pre-Proposal Conference Clause
Deadline for Questions	Must be received PRIOR to: June 12, 2026 @ 5:00 PM ET	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	June 19, 2026	Posted on the Vendor Information Portal (VIP)
SEALED RESPONSE DUE (REMEMBER: RFP number should be clearly marked on envelope)	Must be received PRIOR to: July 21, 2026 @ 1:30 PM ET	Mailing Address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 1875 Orange Ave E Tallahassee, Florida, 32311-6160 Submissions are due BEFORE the date and time of the public opening.
Public Response Opening	July 21, 2026 @ 1:30 PM ET	Public Opening Location: 1875 Orange Ave E Tallahassee, FL 32311-6160 -Teleconference- <u>Conference call phone number:</u> 1.888.585.9008 <u>Conference room number:</u> 218-721-199
Evaluation Period	From August 6, 2026 to August 21, 2026	Florida Fish & Wildlife Conservation Commission
Anticipated Date of Intended Award	September 9, 2026	Posted on the Vendor Information Portal (VIP)

GENERAL CONDITIONS

FWC 25/26-84

The Florida Fish and Wildlife Conservation Commission's (FWC or Commission) mission is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six (6) major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

A Respondent submitting a response shall be registered in the MyFloridaMarketPlace (MFMP) system and, where required, the Sunbiz system prior to the RFP opening. Business entities which must be on file with Sunbiz include the following foreign and domestic entities: Corporations for and not for profit, Limited Liability Companies (LLC), Limited Partnerships (LP) including Limited Liability Limited Partnerships (LLLP), and organizations doing business under a fictitious name (DBA). A Respondent may not be considered for an award if not registered in the MFMP and Sunbiz system. The Respondent's registration address and federal employer identification (FEIN) number should match the Respondent's address and FEIN number listed on the **Respondent Acknowledgment form (Page 2)**.

Certified Minority-owned, Woman-owned and Service-Disabled Veteran Business Enterprises, as certified by the State of Florida Office of Supplier Development, are encouraged by the Commission to participate in the bidding process.

Response from Respondent shall include all necessary equipment to complete the job. The Respondent is required to supply all specified documentation when submitting a response for this project. Contractors are not allowed to use Teaming Agreements with other Contractors for the purpose of a single response. Only one contractor will be allowed to be the respondent, and any other involved contractors must be listed as Subcontractors.

Please note:

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

TERMS AND CONDITIONS

PUR1000 and PUR1001 are hereby incorporated by reference. PUR1000 and PUR1001 can be found at the Department of Management Services website at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

The following terms and conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a Respondent or Contractor, including any appearing in documents attached as part of a Respondent's response. In signing and 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.

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

PROCUREMENT MANAGER

Joshua Stringer
Joshua.Stringer@myfwc.com

TERM

The Contract term will begin on 9/15/2026, or the date of the last signature of this Contract, whichever occurs last. The initial term of the contract resulting from this solicitation will end on 9/14/2027 and will be no more than one (1) year, depending on the date of execution. Upon written agreement, the contract may be renewed in whole or in part, in accordance with section 287.057(13), F.S., for up to three (3) years. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Project Manager and Contract Manager will review the extension request and if they determine it is justified, will forward to the Bid Request Inbox (bidrequest@myfwc.com) for procurement review and approval/disapproval.

RENEWAL

The Commission has the option to renew this Contract on a yearly basis for a period up to three (3) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes, each Contractor shall supply a price for each year that a contract may be renewed. Evaluation of responses shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the Contractor.

Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor, if it desires to exercise this renewal option, will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission's [Procurement Manager](#).

SUBCONTRACTS

Subcontracting **IS** permitted pursuant to the Terms and Conditions of the Purchase Order. The **Subcontractor Minority Status Report (Attachment E)** shall be submitted with each invoice for payment. The **List of Subcontractors (Attachment D)** shall be included with bid submission. All subcontractors listed on Attachment D must be approved by FWC to be used by the contractor on FWC projects. Any subcontractors not listed on Attachment D that an awarded contractor needs to utilize in exigent circumstances, for the completion of a specific project must be pre-approved and accepted by FWC's Contract Manager before beginning any work on an awarded project.

Awarded Contractors may not subcontract an entire project to an approved subcontractor, or another FWC approved vendor, unless exigent circumstances exist, and prior approval is received from the FWC Contract Manager. Awarded Contractors must be onsite and provide complete oversight of the subcontractor during the performance of all work under the specific project. Failure to adhere to this requirement may jeopardize the Awarded Contractors ability to use subcontractors on future awarded

projects. Contractors using approved subcontractors to complete a project without prior approval from FWC's Contract Manager may risk being terminated from the contract (Exhibit VII) with FWC, preventing the Contractor from bidding on, and being Awarded future projects.

DIVERSITY

The Commission is committed to supporting Florida's diverse business industry and population through ensuring participation by minority, women, and veteran-owned business enterprises in the economic life of the state. The [State of Florida Mentor Protégé Program](#) connects minority, women, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage contractors doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Development at (850) 487-0915 or osdinfo@dms.myflorida.com.

FWC encourages diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. Respondents can visit the [Office of Supplier Development website](#) for information on certified business enterprises that may be considered for subcontracting opportunities. However, pursuant to Section 287.05701 F.S., the Commission may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests.

NON-MANDATORY PRE-PROPOSAL CONFERENCE CALL

A non-mandatory pre-proposal conference call will be held on the date and time specified in the **Calendar of Events (Page 3)**. The purpose of the pre-proposal conference call is to discuss the contents of this RFP and to accept verbal questions from Respondents concerning the project. The Commission will make a reasonable effort to answer verbal questions asked at the pre-proposal conference call, however, Respondents should clearly understand that verbal discussions held at the pre-proposal conference call shall not be binding on the Commission, and the Commission will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

CONFERENCE CALL INFORMATION:

Access Phone Number: 1-888-585-9008

Conference Room Number: 218-721-199

VERBAL INSTRUCTION PROCEDURE

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

SOLICITATION QUESTIONS

Any questions from Respondents that require an official FWC answer concerning this project shall be submitted in writing to the [Procurement Manager](#). This includes specification inquiries, such as questions

or requests for additional or altered terms and conditions. Questions to the Procurement Manager shall not constitute formal protest of the specifications or of the solicitation. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 3)**. Questions may be sent via email with the solicitation number in the subject line. It is the responsibility of the Respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the [Vendor Information Portal](#).

LIMITATION ON RESPONDENT CONTACT DURING SOLICITATION PERIOD

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

RESPONDENT SPECIFICATION INQUIRIES

Any protest concerning the specifications of this solicitation shall be made in accordance with PUR1001, paragraph 20, "Protests". A notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in Section 120.57(3)(b), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

ADDENDUMS

If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Respondent questions during the solicitation period, an addendum shall be posted on the Vendor Information Portal website. **Each Respondent is responsible for monitoring the [Vendor Information Portal](#) for new or changing information relative to this procurement.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Respondent's failure to obtain the information made available through the Vendor Information Portal.

SPECIFICATIONS FOR RESPONSE PRESENTATION

Each response shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this RFP. Elaborate binding, colored displays, and promotional materials are not required. However, examples of services provided may be included as attachments to the response. Emphasis in each response must be on completeness and clarity of content. To expedite the evaluation of responses, it is essential that Respondents follow the format and instructions contained herein. All costs associated with preparing a response to this RFP is the sole responsibility of the Respondent.

MANDATORY DOCUMENTS REQUIRED FOR RESPONSE SUBMISSION

Response submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory)

For this response to be considered responsive, the **Respondent Acknowledgement Form (Page 2)** must be completed in its entirety, signed by the Respondent and returned as part of the response. Otherwise, the response will be deemed non-responsive. By affixing your signature to the Respondent Acknowledgement Form, the Respondent hereby states that the Respondent has read all response specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is

currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Respondent will provide the Commission under these response specifications.

TAB B. Mandatory Responsive Requirements (Mandatory) — (Attachment B)

The Respondent shall complete and submit the Mandatory Responsive Requirements form in its entirety and return the form as part of the RFP response or the response shall be deemed non-responsive.

The Commission will not review Responses from Respondents who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements. Note: The Commission will perform an initial responsiveness check. Responses found to be non-responsive will not be considered for award. The Commission reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Response or Respondents.

TAB C. References (Mandatory) — (Attachment C)

The Respondent shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with the response. The References form shall be completed correctly in its entirety and returned as part of the RFP response, or the response shall be deemed non-responsive.

TAB D. List of Subcontractors (Mandatory) — (Attachment D)

The Respondent shall complete and submit the List of Subcontractors in its entirety and return the form as part of the RFP response or the response shall be deemed non-responsive. The Respondent will not be authorized to use any subcontractor not listed in Attachment D, any subcontractors not listed on Attachment D that an awarded contractor needs to utilize in exigent circumstances, for the completion of a specific project must be pre-approved and accepted by FWC's Contract Manager before beginning any work on an awarded project.

The Respondent shall mark the form with "N/A" if subcontractors are not being used.

TAB E. Experience Form (Mandatory) — Attachment F

The Respondent shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Respondent experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be deemed **non-responsive**.

TAB F. Contractor-Owned Equipment List (Mandatory) — Attachment G

The Respondent shall complete and return Attachment G, providing a list of appropriate equipment owned by the Respondent that is available to use to complete the work as defined herein. The

Contractor-Owned Equipment List form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be deemed non-responsive.

Note: In the event that the Contractor anticipates the need for a particular piece of equipment that would need to be rented, the rental price can be provided under the Cost for Items Not Listed Above section of the Cost Sheets below. Equipment owned or rented can be used to complete projects and the Cost Sheets should take that into account. However, rented equipment should NOT be listed on this Form.

TAB G. Cost Sheets (Mandatory) — Attachment H

On the pages provided as Attachment H, the Respondent shall provide its costs for the services/equipment requested in this solicitation for the initial 1-year term of the contract and the possible 3 one-year renewals. . A separate Cost Sheet is provided for each of the six Regions for which work may be performed. The appropriate Cost Sheets must be submitted for each Region in which the Respondent is proposing to provide services. For each Cost Sheet submitted, Respondents shall check those counties within the Region where they are able to do work. Respondent shall provide costs per Region regardless of the counties selected per Region. The Cost Sheet shall be completed in its entirety for the Region for which the Respondent is proposing to provide services, and returned, as part of the RFP response or the response shall be deemed non-responsive. In the event that a Respondent cannot provide one of the services listed on the Cost Sheet, “N/A” shall be written in the space for the price. Services noted with an “N/A” by the Respondent cannot be provided by the Respondent if they receive an award under this RFP.

Prices provided in Attachment H shall include all costs necessary to provide the services, and any other costs necessary for the Contractor to meet project specifications. Respondent should take into account potential price increases and market fluctuations that could affect the Respondent’s costs over the term of contract.

SUPPORTING/SUPPLEMENTAL INFORMATION

The Commission requires that Respondents submit all required technical, specification, and other supporting information with their response, so that a detailed analysis and determination can be made, by the Contract Manager that the product/service offered meets this RFP’s specifications and that other requirements of this RFP have been met. However, provided a response meets the requirements for a definite, firm, unqualified, and unconditional offer, the Commission reserves the right to request supplemental information from the Respondent after the responses have been opened to ensure that the products/services offered completely meet this RFP’s requirements. The requirement for such supplemental information will be at the reasonable discretion of the Commission and may include the requirement that a respondent will provide a sample product(s) so that the Commission can make a first-hand examination and determination.

A Respondent’s failure to provide this supplemental information or the product sample(s), within the time set by the Commission, will cause the Commission to consider the respondent non-responsive and reject the respondent’s proposal.

CONFIDENTIALITY/PUBLIC RECORDS LAW

Respondents are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records (e.g., section 119.07, F.S.). If a Respondent considers any portion of the documents, data or records submitted in their Response to this solicitation to be confidential,

proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as “Confidential.” The Respondent shall also provide the Commission with a separate PDF redacted copy of its Response and briefly describe in writing the grounds and specific legal citations for claiming exemption from public records law. This redacted copy shall contain the Commission’s solicitation name, number and the Respondent’s name on the cover and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to public disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority. If after the notice of intended decision or thirty (30) days after response opening, whichever is earlier, the Commission receives a public record request related to the solicitation, the Commission will provide the Redacted Copy to the requestor. If the Respondent fails to properly indicate any material enclosed in their Response is confidential, the Commission is authorized to produce documents, data or records in their entirety as submitted to the Commission in answer to a public records request. The Commission will endeavor to provide notice to the Respondent of all public records requests received related to documents provided by the Respondent that were marked pursuant to this paragraph. In no event shall the Respondent hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

MAILING INSTRUCTIONS

The Contractor shall submit seven (7) original copies and one (1) separate electronic copy (on flash drive) of their response in a **SEALED ENVELOPE** addressed to:

Florida Fish and Wildlife Conservation Commission
Attn: Purchasing
1875 Orange Avenue East
Tallahassee, Florida 32311-6160

The envelope shall be plainly marked on the outside with: SOLICITATION NUMBER, DATE AND TIME OF THE RESPONSE OPENING.

THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

PLEASE NOTE: The Commission’s official business hours of operation are 8:00 AM–5:00 PM ET, exclusive of Saturdays, Sundays and state holidays. Selecting delivery services, such as next day first delivery, may result in attempted delivery prior to opening or closing, and the Commission will not be available to accept those deliveries. **THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES. SOLELY DIGITAL SUBMISSIONS SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE ACCEPTED.**

SOLICITATION PUBLIC OPENING

The public opening of this RFP will be conducted at the date, time and method specified in the **Calendar of Events (Page 3)**. **RESPONSES RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.**

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

SELECTION AND EVALUATION OF RESPONSES

An evaluation committee consisting of five (5) Commission representatives with collective knowledge and experience related to the solicitation's program area will independently evaluate and score each Respondent's response. The **Evaluation Criteria Scoring Sheet (Attachment I)** will be used by the evaluation committee to assign scores to all evaluated responses designated as responsive.

Scores will be averaged for all evaluation committee members and ranked by the highest to lowest average score. **Respondents must score a minimum of 60 points of the maximum 100 points available under the evaluation scoring factors, for each region to be considered for award.**

GENERAL EVALUATION CRITERIA

General evaluation criteria include the following:

1. The Commission reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be initially submitted as outlined in the [Mandatory Documents Required for Response Submission](#) and [Economy of Presentation](#) sections.
2. Non-responsive responses shall include, but are not 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.
3. The Commission may waive minor irregularities in the responses received that are merely a matter of form and not substance, and the corrections of which are not prejudicial to other respondents.

A NON-RESPONSIVE RESPONSE WILL NOT BE CONSIDERED.

EVALUATION SCORING FACTORS

Scoring criteria include:

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Respondent responses.

EVALUATION FACTOR	MAXIMUM POINTS AVAILABLE
Experience	40
Contractor-Owned Equipment	20
Area of Operational Availability	10
Cost	30
TOTAL:	100

Points will be awarded on the basis of the following evaluation factors:

1. Experience (40 points)

Experience will be evaluated based on demonstrated prior vessel removal, destruction and disposal projects. Evaluation will be based on the information provided in Attachment I.

2. Contractor-Owned Equipment (20 points)

The Contractor-Owned Equipment List will be evaluated based on availability of appropriate equipment to complete work described in this solicitation. Evaluation will be based on information provided in Attachment G.

3. Area of Operational Availability (10 points)

Area of operational availability will be evaluated by number of counties within a region in which the Respondent can provide services. Regions are identified in Exhibit I.

Using the counties marked by the Respondent on the Cost Sheets (Attachment H), the evaluation of each Respondent's area of operational availability will be based on the formula below.

Each Respondent will receive a percentage of the points available for this criteria element equal to the percentage of the counties in the region in which they commit to provide services.

Formula for Area of Operational Availability Factor:

$$A \div N \times (B) = C$$

Where:

A = Number of counties in the region under review that the Respondent will work in

N = Number of total counties in the region under review

B = Number of maximum points awarded for the criteria

C = Score awarded to the Respondent

4. Cost (30 points)

The evaluation of each Respondent's cost proposal will be conducted based on the cost formula below.

The Respondent submitting the lowest cost will receive the maximum points for the cost element of the evaluation. The other respondent's scores will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced Respondent.

Formula for Cost Factor:

$$A \div N \times (B) = C$$

A = Lowest total proposed cost (including renewals)

N = Proposed cost for Respondent under review

B = Number of maximum points awarded for lowest response

C = Score awarded to next lowest cost

NOTE: Each evaluator independently chooses the score based on their own judgment. Failure of the Respondent to provide any of the information required in their RFP response shall result in a score of zero (0) for that element of the evaluation. Additionally, if the lowest total proposed cost is zero (\$0), 'A' in the formula will automatically be substituted with \$0.01. If the proposed cost for the respondent under review is zero (\$0), 'N' in the formula will also be substituted with \$0.01.

POSTING OF RESPONSE TABULATION

Response Tabulation, with recommended award, will be posted electronically as Agency Decisions on the Department of Management Services Vendor Information Portal as a Public Notice. The Agency Decision may be viewed on the [Vendor Information Portal](#), and will remain posted for a period of 72 hours. Failure

to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Awarded Respondents are instructed not to proceed until a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice is given to the Contractor by the Commission. A company or person who proceeds prior to receiving a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice from the Commission does so without a contract and at their own risk.

Sealed responses, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from [Section 119.07\(1\)](#) and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the responses, proposals, or final replies, whichever is earlier.

CONTRACT

The successful Respondent's response and the Purchase Order shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Request for Proposal then to Contractor's response. The Commission reserves the right to revise the Purchase Order as necessary to meet the requirements of this RFP.

SCOPE CHANGES AFTER CONTRACT EXECUTION

The Commission shall provide written notice to the successful Contractor thirty (30) days in advance of any Commission required changes to the technical specifications and/or scope of service that affect the successful Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a change order.

FWC CONTRACT MANAGER

The FWC employee identified as the Contract Manager shall perform the following on behalf of the FWC: review, verify, and approve receipt of services/deliverables from the Contractor;

- Submit requests for change orders/amendments/renewals, if applicable;
- Review, verify, and approve invoices from the Contractor; and, if applicable, complete the Certificate of Contract Completion form; and
- Maintain an official record of all correspondence between the Commission and the Contractor and forward the original correspondence to the [Procurement Manager](#) for the official file (e.g., renewal letters, vendor name change letter).

DELIVERABLES

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

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

CERTIFICATE OF COMPLETION

An FWC Officer shall conduct a final inspection of the work to determine if completion has occurred. Upon the FWC Officer's confirmation that the work has been satisfactorily completed, the Contractor shall send

the Contract Manager a Certificate of Completion (Exhibit VI), which will also be signed by the Contract Manager. Once signed by the Contract Manager, the project will be deemed completed and a purchase order payment request will be submitted.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order and/or Change Orders by the completion date, the Commission shall have the right to deduct liquidated damages from any amount due and payable to the Contractor. Liquidated damages shall be assessed in the amount of **\$500** per calendar day of delay. Exceptions to this provision may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Contract Manager.

PERMITTING

Permitting for this project, if needed, is the responsibility of the Contractor. A copy of all permits shall be posted at the work site location at all times during the project. The Contractor is responsible for complying with all permit conditions and the Contractor shall pay any penalties arising from the Contractor's permit violations.

MATERIAL AND EQUIPMENT ON COMMISSION PROPERTY

If the Commission allows the Contractor to have project materials or equipment delivered to and/or stored upon the Commission-managed or owned property before, during, or after the term of the project, the Contractor will be fully and solely responsible for all expenses and liability incurred as a result of the delivery or storage. Should the Commission, in its sole discretion, determine that any project materials or equipment stored on its property must be moved in response to an emergency, the Contractor shall hold harmless, indemnify, defend, and may be responsible for costs of any reasonably necessary actions taken by the Commission.

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this RFP is specifically limited to the Contractor's response price accepted by the Commission, and to the specific procedure for payment established in this RFP and the **Purchase Order** executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the response price paid for the work specifically described in the Scope of Work, which work is actually accomplished and invoiced by the Contractor subsequent to the Commission's notice to proceed (or other notice to begin work). Thus, the Commission is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this RFP, including but not limited to equipment or personnel procured by the Contractor in anticipation of such work. The Commission is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this RFP including, but not limited to, those resulting from a "force majeure".

ADDITIONAL LEGAL REQUIREMENT

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

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.045, F.A.C., and Section 287.042(16) F.S., other State of Florida agencies may purchase from the resulting contract of this RFP, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

Other State of Florida governmental entities and eligible users may also request of the Contractor to be able to use this contract. If the Contractor agrees to other entities to utilize this RFP contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

CONDITIONS AND SPECIFICATIONS

The Respondent is required to examine carefully the conditions and specifications of this RFP and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

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SCOPE OF WORK

FWC 25/26-84

DERELICT, AT-RISK/PUBLIC NUISANCE, MIGRANT AND VESSEL TURN IN PROGRAM (VTIP) VESSEL REMOVAL FROM WATERS OF THIS STATE, DESTRUCTION, AND DISPOSAL

PURPOSE

The intent of this Request for Proposal (RFP) is to obtain competitive proposals for the removal from waters of this State, destruction, and disposal of derelict, at-risk/public nuisance, migrant and VTIP vessels as authorized by the Commission, within six (6) regions (see **Exhibit I**) of the State of Florida at the direction of the Florida Fish and Wildlife Conservation Commission (FWC), per the specifications contained herein. Each Respondent shall identify the Regions within which he or she shall provide services, as well as all counties within each Region.

1. DEFINITIONS

- 1.1. **Derelict Vessel:** A vessel that has been investigated by the Commission or another law enforcement agency and authorized for removal by the investigating law enforcement agency as a derelict vessel by Florida Statute 823.11(2).
- 1.2. **At-Risk/Public Nuisance Vessel:** A vessel that has been declared at-risk, which meets the public nuisance vessel requirements as provided in section 327.73(1)(aa), or 327.73(1)(gg) Fla. Stat., and which has been approved for removal by FWC. These vessels will be removed, destroyed, and disposed of following the same procedures as derelict vessels.
- 1.3. **Migrant Vessel:** A vessel that has been determined by statute to be a Migrant Vessel and has met the statutorily required Notice to Owner as per 823.11(1) and may be removed, destroyed and disposed of following the same procedures as derelict vessels.
- 1.4. **Vessel Turn In Program (VTIP) Vessel:** These vessels have been surrendered by their owners for removal by the State and have been approved for removal by FWC. They are required to be floating to be eligible for the program, unless otherwise approved by FWC

2. GENERAL TERMS

- 2.1. It is anticipated that multiple awards per Region will result from this Request for Proposals. The number of awards shall be made at the sole discretion of the FWC, as determined to be in the best interest of the State. Any successful Respondent (Contractor) and its subcontractors shall cooperate with such other contractors and the FWC in all such cases.
- 2.2. Each awarded contractor will execute a vendor contract (Exhibit VII) between their company and FWC. Upon execution by FWC, this contract will authorize the awarded contractor to bid on removal project RFQs and if awarded the project(s), be authorized to complete the Scope of Work assigned and be compensated for successful work completed. Failure of awarded contractor to sign the vendor contract (Exhibit VII) provided by FWC, will result in the awarded contractor being removed from consideration to bid on or perform work under this RFP.

- 2.2.1. The Commission may terminate the executed vendor contract (Exhibit VII) at any time, per the terms and conditions located in the vendor contract (Exhibit VII). This will result in the awarded contractor being removed from consideration to bid on or perform work under this RFP.
- 2.3. An award under this Request for Proposals is not a guarantee of work. **No minimum amount of work is guaranteed.**
- 2.4. Successful Respondents must have a valid DUNS or Unique Entity Identifier Number (UEI) registered with the Federal System for Award Management (SAMS) prior to any work being issued via Purchase Order, if applicable.
- 2.5. After the contractor has been awarded Vendor status under this RFP, they will be eligible to receive, and respond to, specific project requests for quotes (RFQs). The RFQ will be used to solicit and award a specific project under the overall RFP. Each RFQ project will have a separate purchase order issued to the awarded vendor for that specific project.
- 2.6. The distribution of work to Contractors shall be at the sole discretion of the FWC. All work shall only commence upon receipt of an authorized Purchase Order from FWC and an email reply from the Contractor to the FWC Contract Manager confirming receipt of the Purchase Order.
- 2.7. The work covered by this scope of services generally includes the removal from waters of this State, destruction, and disposal of specifically identified vessels as authorized by FWC. This scope of work includes all services that may be needed to complete the removal, destruction, and disposal of the vessels assigned to the project. However, the actual scope of work for each site may vary, depending upon the work needed to complete the removal, destruction, and disposal.
- 2.8. Contractor responsibilities include mobilization and demobilization to take into custody the vessels authorized, on land staging, provision of both land and water-based vessel transport, vessel decontamination, emergency environmental protection measures, vessel destruction, vessel disposal and related services. The Contractor is also responsible for provision of environmental protection measures during vessel removal, transport, destruction, and disposal. Once a vessel is in the Contractor's custody for destruction and disposal, the Contractor will be responsible for destroying the vessel and transporting the remnants to a properly licensed landfill or, in the case of vessels being recycled, a recycling facility. Contractor will provide evidence of the vessel's destruction and disposal, or any materials being recycled, to the FWC Contract Manager. Photographic evidence of a target vessel before removal, during removal and identifiable destruction of the target vessel, to include ultimate disposal of vessel remains are required.
- 2.9. The Contractor shall perform the work in a proper and satisfactory manner. All labor and materials necessary to complete the work shall be provided by the Contractor. The Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project. The Contractor shall be licensed as necessary to perform under this Scope of Work as may be required by law, rule, or regulation. The Contractor shall provide evidence of such compliance to FWC upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Scope of Work. The Contractor warrants that it has the capability in all respects to fully perform the requirements herein and the integrity and reliability that will assure good-faith performance as a responsible Contractor. The Contractor shall immediately notify FWC in writing if its ability to perform under the Scope of Work is compromised in any manner during the term. FWC shall take appropriate action, including potential termination, in the event the Contractor's ability to perform work outlined in this Scope of Work becomes compromised.

- 2.10. The Contractor will contact the FWC Contract Manager with any missing vessels or issues that arise on a project once the purchase order is issued and the project commences. Contractors will only be authorized to remove specific vessels as identified within a specific project's scope of work. Contractor shall not remove from the waters of this State, destroy, or dispose of any vessels unless specifically authorized to do so by FWC.
- 2.11. Following completion of each project, the Contractor must submit all records maintained during the project as required in this Scope of Work.
- 2.12. Contractor will be paid for projects completed and submission of required project completion documentation.
- 2.13. Payment will not be made for work completed if required proper documentation is not submitted to FWC. No payment will be made to any awarded contractor for work performed prior to issuance and acceptance of the purchase order.

3. WORK ASSIGNMENT PROCESS – REQUEST

- 3.1. Once a derelict, at-risk/public nuisance, migrant and VTIP vessel project has been identified, the FWC Contract Manager will send a Request for Quote (RFQ) (**Exhibit II**) to approved Contractors within the Region in which the work is to be performed. Specific workplans, scopes of work, and deliverables for each project will be sent to Contractors as part of the Request for Quote process. Quotes shall not exceed the rates provided by the Contractor on Attachment H in their proposals to this solicitation. The prices submitted on Attachment H will be considered the maximum ceiling rate. Prices submitted on RFQ responses may be less than the prices listed on Attachment H but may not exceed those prices for each category listed. This Contract is not a guarantee of work and the selection of Contractors to perform work is at the sole discretion of the FWC Contract Manager. Factors for selection will include but are not limited to work quality, project deadlines, proximity to work, and cost.
- 3.2. In certain pre-approved circumstances, the Contractor may need to be reimbursed on a cost reimbursement basis for unanticipated services or supplies not already listed on the Cost Sheet or for permits. These items, if pre-approved by the FWC Contract Manager, shall be reimbursed at cost plus the percentage provided by the Contractor on Attachment H.
- 3.3. The Commission reserves the right to revise any RFQ as necessary to meet the requirements of this RFP.
- 3.4. **MANDATORY SITE VISITS** - Approved contractors bidding on specific Request for Quotes (RFQs) under this RFP **are required** to visit the sites of the vessels included in the Request for Quote before bidding on the project. It is the bidding contractor's responsibility to determine the extent of work and equipment needed to perform the removals prior to bidding on a specific project. Not having knowledge of the project's specific removal factors prior to bidding will not allow for time or price modification after the specific project has been awarded
- 3.5. **QUOTES:** The Florida Fish and Wildlife Conservation Commission reserves the right to reject all submitted quotes for each specific Request for Quotes (RFQ) under this Request for Proposal (RFP).

- 3.6. NOTICE TO PROCEED: The awarded contractor shall not initiate work under this contract until FWC has issued a Purchase Order for that specific project and the Contractor has emailed the designated FWC Contract Manager confirming receipt of the Purchase Order.
- 3.7. Unexpected situations may occur before or after an awarded contractor begins work on an issued RFQ. If a service is needed in an unexpected situation that is not listed on the approved contractor's price sheet (i.e. Asbestos removal), the awarded contractor may request approval to have the service performed at cost reimbursement, If the awarded contractor can provide the service with his employees. The awarded contractor must provide a quote for approval to the FWC Contract Manager, before a change order can be issued and services can commence. An itemized invoice must be submitted with the final payment request.

If the awarded contractor is not capable of providing the unexpected service and must hire another company to perform the service, the awarded contractor must get the subcontracted company approved as a subcontractor by the FWC Contract Manager and include a quote prior to hiring them. The awarded contractor must include an invoice from the subcontractor, along with proof of full payment to that subcontractor for the work performed when submitting an invoice for payment for the project.

4. VESSEL REMOVAL FROM WATERS OF THIS STATE AND ENVIRONMENTAL PROTECTION REQUIREMENTS

- 4.1. The Contractor will provide all personnel, equipment, and materials necessary to complete work under this Contract including vessels, vehicles, and protective equipment. The Contractor will be responsible for each job site at all times during work covered by this scope of work.
- 4.2. The Contractor is required to obtain and have present on each job site all active local, state, and federal licenses, certifications, and permits required to fulfill each aspect of work under this Contract.
- 4.3. Unless otherwise approved in writing in advance, the following general requirements are to be followed:
- 4.3.1. All personnel of the Contractor or any subcontractor must wear serviceable, USCG- approved Personal Flotation Devices (PFDs) when they're in, on, or around the water.
 - 4.3.2. Operations are to be limited to daylight hours.
 - 4.3.3. Operations are to be staged from an upland area.
 - 4.3.4. The Contractor is wholly responsible for locating and securing a staging site(s) for operational needs to include but not limited to storage of equipment and materials, on-land destruction, and disposal of vessels either in containers or directly to an approved disposal facility.
 - 4.3.5. The Contractor is responsible for obtaining and providing copies to the FWC of approval from the Florida Department of Environmental Protection to designate and identify the staging site(s) as an approved Disaster Debris Management Site (DDMS).
 - 4.3.6. The Contractor shall provide either the Water Assurance Compliance System (WACS) number or Environmental Protection Agency (EPA) number to the FWC for the on-land staging site(s).

- 4.3.7. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict or other authorized vessel site.
- 4.3.8. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
- 4.3.9. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, black/gray water and engines from each derelict or other authorized vessel prior to or immediately after vessel extraction from water. The placement of absorbent mats/socks on the surface of the water around the derelict or other authorized vessel within the turbidity barrier is required where free floating product (gas/oil) is observed and under vessels which have been placed on land. Any contaminant or pollutant found to be contained within a derelict or other authorized vessel as well as the used absorbent mats/socks shall be removed by the Contractor, placed in an approved container, and disposed of properly.
- 4.3.10. The Contractor is to provide appropriate Best Management Practices (BMPs) for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict or other authorized vessel and around the perimeter of any upland staging site where necessary.
- 4.3.11. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict or other authorized vessel from the water.
- 4.3.12. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground. The removal of any vessel at a public or private boat ramp requires the permission of the owner of such ramp. All vessel removals at authorized boat ramps will have protective measures used to protect the boat ramp from being damaged during the removal process. Any damage caused to public or private boat ramps will be the direct responsibility of the contractor hired by FWC and may be cause for termination if not immediately remediated, or if the violations continue after warning by FWC. Contractor is responsible for cleaning up all removal debris from the boat ramp and surrounding work area post removal.
- 4.3.13. The Contractor is to photo-document all removals as described herein with pictures taken before, during and after removal. Photographs taken by the Contractor must include, at a minimum, on-water pictures, removal of vessel from the water, any identifiers on vessel, destruction, and disposal of vessel in dumpsters, at a Class I landfill or at a recycling facility. The Contractor shall be required to document the location of final disposition, disposal site EPA number, disposal weight ticket, dumpster ticket, and/or recycling facility ticket.
- 4.4. The Commission reserves the right to stop or delay work for non-compliance with the Purchase Order specifications or if site conditions become unacceptable. The Commission shall have sole discretion in this determination.
- 4.5. For derelict or other authorized vessels that are floating or lightly aground:
- 4.5.1. Vessels shall be pumped out as needed and extracted (floated out) during high water.
- 4.5.2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

4.6. For derelict or other authorized vessels that are hard aground:

4.6.1. The vessel is to be approached using shallow draft vessels.

4.6.2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

4.7. For derelict or other authorized vessels that are sunken in shallow water:

4.7.1. Install and inflate flotation bags as needed.

4.7.2. Lift the vessel with barge mounted crane or similar equipment

4.8. The Contractor agrees to adhere to all Best Management Practices for Derelict, At Risk/Public Nuisance, Migrant and VTIP Vessel Removal Projects (**Exhibit III**).

5. DERELICT, AT-RISK/PUBLIC NUISANCE, MIGRANT AND VTIP VESSEL DESTRUCTION AND DISPOSAL REQUIREMENTS

5.1. Once given authorization from the FWC, vessels shall be minimized/crushed at the Contractor's designated project location and transported in containers to the landfill or all parts of the vessel shall be transported to the landfill for destruction. If the vessel is not destroyed at the project location, the Contractor will need to coordinate with the landfill to see if there are any stipulations on size or whole vessels being disposed of at the landfill prior to delivering a vessel or parts of a vessel. Regardless of method of destruction and disposal, the Contractor must follow all environmental practices and all local, state and federal laws. Each derelict or other authorized vessel and all materials are to be disposed of in a properly licensed and permitted upland disposal facility or, if being recycled, in a licensed and permitted recycling facility. Unless otherwise approved in advance by FWC, all materials are to be disposed of in a Class I landfill.

6. DOCUMENTATION TO BE COLLECTED AND PROVIDED BY CONTRACTOR

6.1. Proof that the derelict or other authorized vessel was properly disposed of must be submitted with each invoice. This will include a receipt from the receiving landfill or recycling facility, 2 pictures of vessel as found in place (in water), 2 pictures of vessel being removed, 2 pictures of vessel staged on land once removed from the water, 2 pictures of vessel during destruction showing identifiable target vessel destruction, and 2 pictures of vessel remnants in disposal container, at landfill or at recycling facility, and the completed Derelict, At Risk/Public Nuisance, Migrant and VTIP Vessel Removal Completion Sheet (**Exhibit IV**). Final payment will not be made without this documentation.

7. COORDINATION WITH FWC

7.1. Recognizing that weather and other considerations may delay vessel removal operations, the Contractor must regularly communicate with the FWC Contract Manager regarding any delays in work required under the contract, the reasons for such delays, as well as when removal efforts are scheduled to continue.

7.2. The Contractor shall submit monthly progress reports to the FWC Contract Manager using the Contractor Monthly Progress Report Form (**Exhibit V**).

7.3. Should the scope of work be materially different once the Contractor arrives at the removal location, or if the Contractor is unable to locate the vessel listed on the removal project, the Contractor will contact the FWC Contract Manager directly to determine steps moving forward with the removal of the target vessel.

8. COORDINATION WITH LOCAL, STATE, AND FEDERAL AGENCIES

8.1. The Contractor will coordinate all work with local, state, and federal agencies as required.

9. VESSEL RELOCATION

9.1. The Contractor is responsible for all costs and liabilities associated with moving the derelict, at-risk/public nuisance, migrant and VTIP vessel from its current location to any other location for final removal and disposal work. This includes, but is not limited to, the following:

9.1.1. Complying with federal, state, or local requirements that govern the vessel relocation.

9.1.2. Towing of the vessel.

9.1.3. Maintaining the integrity of the vessel to keep it seaworthy while it is being relocated.

9.1.4. The refloating of the vessel if it sinks.

9.1.5. Repair and/or mitigation of environmental or other damages caused during relocation activities.

10. PAYMENT REQUESTS

10.1. The amounts on the Cost Sheet submitted by the Contractor (**Attachment H**) shall be used as the ceiling rates for the work completed by the Contractor for line items of all work done, including removal of sunken vessel, On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle or Barge, Marina Lifting from Water. Note that in addition to the price list, any recycling/salvage fees collected by the Contractor must reduce the total vessel cost when billed to FWC. By applying the recycling materials payment received by the Contractor at a rate of 50% Contractor and 50% FWC, less any recycling fees.

10.2. Invoices shall be submitted upon the successful conclusion of each project and include the following information, at a minimum, for each vessel disposed.

10.2.1. Purchase Order Number,

10.2.2. Contractor's Federal Employer Identification Number (FEIN),

10.2.3. Contractor's invoice date,

10.2.4. Contractor's invoice number,

10.2.5. Contractor address,

10.2.6. Date(s) of service (date Contractor began the project work and date all Contractor work

ended),

10.2.7. Check the correct vessel type (as described in the scope of work and the Purchase Order),

10.2.8. Length of the vessel,

10.2.9. Vessel identifier (Registration) number, and Law Enforcement assigned case number,

10.2.10. Photos of the vessel:

a. 2 pictures of vessel as found in place (in water)

b. 2 pictures of vessel being removed

c. 2 pictures of vessel staged on land once removed from the water,

d. 2 pictures of vessel during destruction showing identifiable target vessel destruction

e. 2 pictures of vessel remnants in disposal container, at landfill, or at recycling facility

10.2.11. Completed Derelict, At Risk/Public Nuisance, Migrant and VTIP Vessel Removal Completion Sheet, in full, for each vessel removed and disposed (**Exhibit IV**).

10.2.12. Tipping documents for each vessel or group of vessels disposed of at a landfill facility.

10.2.13. The Contractor will be required to submit a completed Certification of Completion Form (**Exhibit VI**).

a. Project costs must be itemized per vessel for FWC records. Contractor may not provide one price for all vessels removed, destroyed, and disposed of. If there are multiple vessels in an invoice, Contractor shall provide an itemized invoice identifying each vessel along with the associated costs for the removal, destruction, and disposal of each vessel.

10.3. Funds received from recycling/salvage must offset the cost of payment for the disposal at a rate of 50% for the Contractor and 50% for FWC, less any recycling fees. Receipts for the funds received must be submitted with the invoice and detailed on the invoice as a line item. If there are multiple vessels, Contractor shall provide the details per the number of vessels dropped at the landfill.

10.4. For pre-approved items that are to be reimbursed on a cost reimbursement plus percentage (%) basis (see Section 3 above), invoices must be accompanied by paid invoices for the supplies purchased or, for services conducted by a subcontract, must be accompanied by an invoice from the subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor.

10.5. For Cost Sheet items that are based on per gallon or per foot, the invoice must include the length of the vessel and the gallons removed from the vessel as back-up.

EXHIBIT I

FWC REGIONS FOR DERELICT , AT-RISK/PUBLIC NUISANCE, MIGRANT AND VTIP VESSEL REMOVAL, DESTRUCTION, AND DISPOSAL

FWC has divided the state into six (6) regions which are comprised of the following counties:

Northwest Region

Walton
Jackson
Santa Rosa
Leon
Bay
Holmes
Okaloosa
Jefferson
Gulf
Washington
Franklin
Gadsden
Calhoun
Escambia
Wakulla
Liberty

North Central Region

Madison
Levy
Columbia
Baker
Nassau
Taylor
Citrus
Hamilton
Bradford
Lafayette
Gilchrist
Union Clay
Dixie
Suwannee
Alachua
Duval

Northeast Region

St. Johns
Putnam
Marion
Flagler
Volusia
Brevard
Lake
Indian River
Osceola
Orange
Seminole
Sumter

Southwest Region

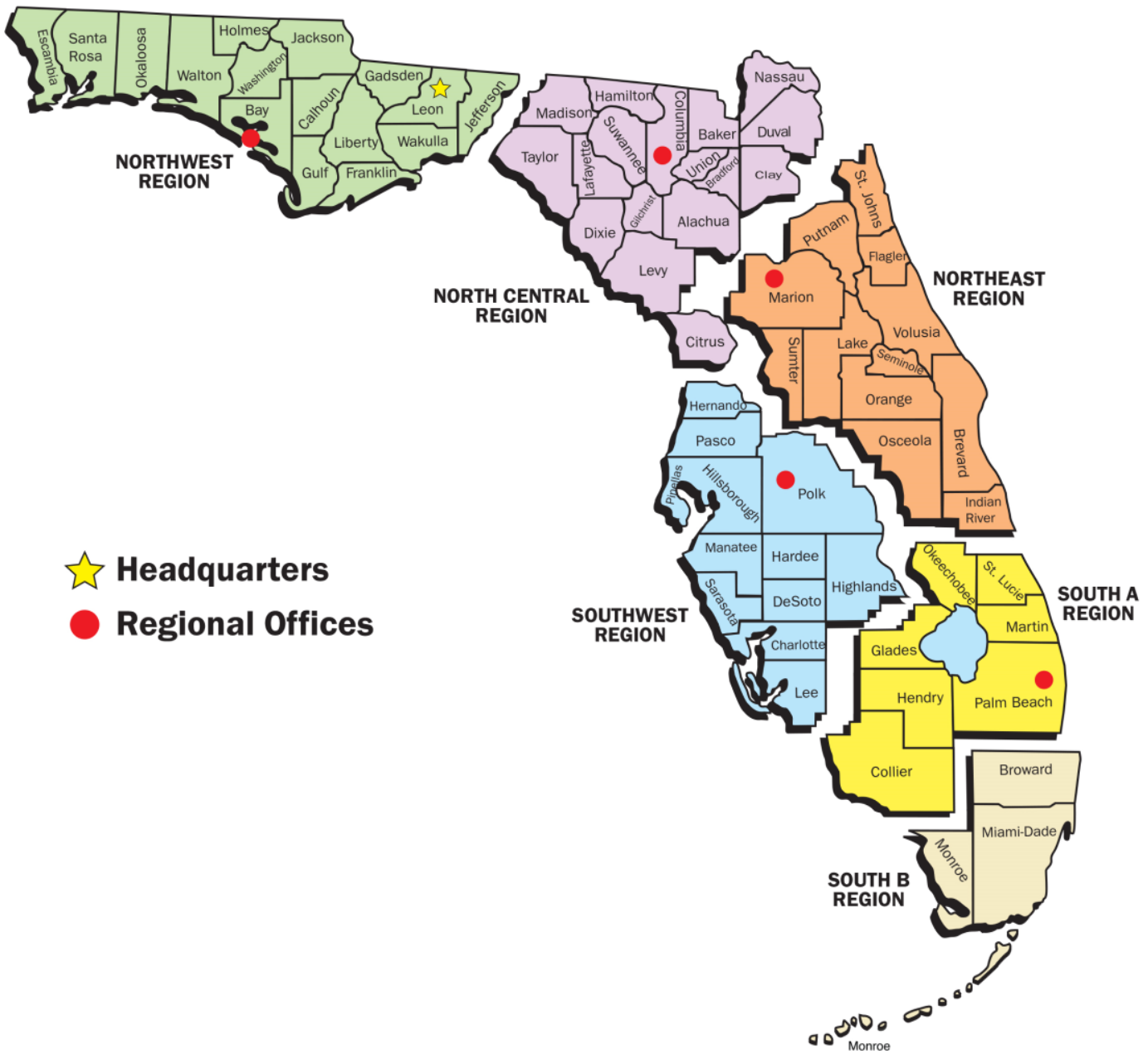
Hernando
Polk
Lee Pasco
Manatee
Hardee
Pinellas
Sarasota
Desoto
Hillsborough Charlotte
Highlands

South A Region

Okeechobee
St. Lucie
Martin Palm
Beach
Collier
Glades
Hendry

South B Region

Broward
Miami-Dade
Monroe



- ★ **Headquarters**
- **Regional Offices**

EXHIBIT II

PURCHASING REQUEST FOR WRITTEN QUOTATION

P. O. No.:

Project Name:

Assigned Project Number:

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FL 32399-1600

F.O.B.
DELIVERED: _____

FWC Project Manager: Jennifer Tyler
Division of Law Enforcement
Boating & Waterways Waterway Management
Email: DVDirect@MyFWC.com; Jennifer.Tyler@MyFWC.com
Phone: (850) 617-9527

Responses to this RFQ must be received by the FWC Project Manager by **5:00 PM (ET) on XXXXXXXX, 2026. Late submissions will not be considered.**

Vendors may submit questions concerning the RFQ for an official FWC response. Questions must be submitted in writing to DVdirect@MyFWC.com and copy Philip.Horning@MyFWC.com, and Jennifer.Tyler@MyFWC.com no later than **5:00 p.m. (EST) on XXXXXX, 2026**. The email subject line must include the RFQ number. Late submitted questions will not receive responses. It is the responsibility of the bidder to confirm receipt of questions if needed. All questions and FWC responses will be provided to all RFQ solicited vendors.

PLEASE SUBMIT A QUOTE ON THE FOLLOWING: This project will be for the removal from waters of this State, destruction, and disposal of XXXXXX within the jurisdiction of XXXXXX, Florida.

ATTACHMENTS:

Attachment X – Cost Sheet
Attachment X – Scope of Work
Attachment X – Map of Project Area and Vessel Photos
Attachment X – Best Management Practices Document

PROGRAM: (please check the appropriate vessel type)

Derelict Vessel VTIP At Risk/Public Nuisance Migrant

FUNDING: (please check the appropriate funding)

State Funding Federal Funding

TERMS: The Contractor shall complete all work as set forth in the RFQ in full compliance with the terms of the Purchase Order and attachments.

INSURANCE REQUIREMENTS: The contractor shall possess all necessary insurance pursuant to the original RFP 25/26-84. Contractor will provide proof of valid insurance with quote submission to FWC.

Federal Funding

The following section applies only to Federal Funding:

Prior to being issued a Purchase Order, a low Bidder shall be required to satisfy the qualification requirements to receive federal funds. Failure to strictly meet and follow all such requirements may result in disqualification for award.

The requirements for contracts or purchases using federal funds consists of two parts:

1. Unique Entity Identifier (UEI), which may be obtained on sam.gov by providing a legal business name and physical address.
2. Financial Information, which may be entered on sam.gov through the registration process or provided to the Commission on the Financial Information Form as described below.

A low responsive Bidder shall provide to the Commission the following:

1. Within two (2) days after email notification from Commission's Project Manager, the perceived low Bidder shall provide evidence of Bidder's registration for a Unique Entity Identifier (UEI) on sam.gov. Evidence may be provided via email in the form of a screenshot upon receipt of UEI during registration process, screenshot of Bidder's file on the sam.gov system that displays UEI, or screenshot of Bidder's completed registration file on the sam.gov system including all required financial information requested in the sam.gov registration process. The Commission shall have two (2) days after receipt of documents described above to determine whether the Bidder is qualified for the award or if they need to fill out the Financial Information Form.
2. If the perceived low Bidder has received their UEI but did not complete the full financial registration on sam.gov after receiving the UEI, the Commission's Project Manager shall provide the Bidder with the Financial Information Form. The Bidder shall complete the Form and return it to the Commission's Project Manager within five (5) days after receipt via email. The Commission shall have two (2) days after receipt of the Financial Information Form to determine whether the Bidder is qualified for the award.

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ALL WORK SHALL BE COMPLETED WITHIN 45 DAYS UPON ISSUANCE OF PURCHASE ORDER.

ALL WORK SHALL BE COMPLETED WITHIN 75 DAYS UPON ISSUANCE OF PURCHASE ORDER.

ALL WORK SHALL BE COMPLETED WITHIN 120 DAYS UPON ISSUANCE OF PURCHASE ORDER.

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE QUOTE AND AGREE TO FURNISH EACH ITEM AT THE PRICE I QUOTED IN ATTACHMENT X – QUOTE, AND IT IS IN LINE WITH THE PRICES PROVIDED BY RFP 25/26-84. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG QUOTERS IN RESTRAINT OF FREEDOM OF COMPETITION.

QUOTER: _____

FEIN OR SOCIAL SECURITY NO: _____

UNIQUE ENTITY IDENTIFIER (UEI) NO: _____

ADDRESS: _____

EMAIL: _____

SIGNED: _____

TITLE: _____

PHONE: _____

FAX: _____

Each vendor doing business with the State shall register in the MyFloridaMarketPlace system in order to submit a quote. A vendor will not be considered for an award, if not registered in MyFloridaMarketPlace. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Hot Topics on the State Portal at www.myflorida.com).

Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-FLA-EPRO, (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.



EXHIBIT III

Best Management Practices for Derelict, At-Risk/Public Nuisance, Migrant and VTIP vessel removals

Derelict, At-Risk/Public Nuisance, Migrant and VTIP Vessel Removal Process

Derelict, at-risk/public nuisance, migrant and VTIP vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically, these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the vessels causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessels through the environment, there is the long-term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time, the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrate. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore, the early detection and removal of these derelict, at-risk/public nuisance, migrant and VTIP vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at its current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict, migrant and at-risk/public nuisance vessels, as defined in Section 823.11(1) and 327.73(1)(aa), F.S., by federal, state, and local agencies, provided:

1. The derelict, migrant or at-risk/public nuisance vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and

3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

General Derelict, Migrant and Public Nuisance Vessel Removal and Environmental Protection Best Management Practices

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict, migrant and at-risk/public nuisance vessels. These BMP's will be incorporated into the contract for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meet the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the county and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict, migrant or at-risk/public nuisance vessel prior to, or immediately after extraction, whichever option is best to prevent environmental impacts. Any contaminant or pollutant found to be contained within a derelict, migrant or at-risk/public nuisance vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.

6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.
7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict, migrant or at-risk/public nuisance vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the vessel from the water.
10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load vessels onto a barge and/or flatbed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Paragraph (2)(a) of the Scope of Work with pictures taken before, during and after removal. The Contractor will provide a monthly progress report of all removal activities.

b. For Vessels That Are Floating or Lightly Aground:

1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Vessels That Are Hard Aground:

1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Vessels Sunken in Shallow Water:

1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.

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CONTRACTOR NAME:

PROJECT BID TOTAL:\$ _____

VESSEL REMOVAL COST SHEET

Project Name:

Assigned Project Number:

NOTE: Quotes may be lower but must not exceed the rates provided by the Contractor on Attachment H in their proposals.

****Quoted costs should only be entered under the "Removal of sunken vessel" category if the vessel is sunken. Vessels that are floating should not have prices quoted under this category****

Line-Item Descriptions	Vessel 1	Vessel 2	Total Amount
Vessel Type (Derelict, Public Nuisance, Migrant or VTIP)			
Case #:			
Color:			
Length of Vessel:			
Make/Type of Vessel:			
Registration:			
HIN:			
Location:			

Disposal:			
Description of Service	Vessel 1	Vessel 2	Total Amount
Mobilization and Demobilization of Equipment and Crews			
Basic Vessel Removal Includes: (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle or Marina Lifting from Water).			
Sunken Vessel Removal (<u>Not included</u> in Basic Vessel Removal)			
Vessel Destruction and Disposal (Includes vessel destruction, containers and landfill fees)			
Aluminum and Steel Vessel Cutting			

Barge and/or Crane			
Total (Add all totals in Columns)			
Grand Total			

INVOICE

Project Name:

Assigned Project Number:

Contractor Name:

Billed to:

Florida Fish & Wildlife Conservation Commission
Derelict Vessel Program
620 South Meridian Street, MS:1M
Tallahassee, Florida 32399-1600

Invoice No.:

Invoice Date:

FWC PO#:

Total Amount:

Remit Payment to:

Vendor:
Tax ID #:
Address:

Dates of Service:

From:
To:

Vessel Disposal Location Information

Location Name:
Address:
EPA Number:

Hazmat Disposal Location Information

Location Name:
Address:
EPA Number:

Please check the appropriate vessel type

Derelict Vessel At Risk/Public Nuisance Migrant VTIP

Line-Item Descriptions	Vessel 1	Vessel 2	Total Amount
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Vessel Type (Derelict, Public Nuisance, Migrant or VTIP)			
Case #:			
Color:			
Length of Vessel:			
Make/Type of Vessel:			
Registration:			
HIN:			
Location:			
Disposal:			
Description of Service			
Mobilization and Demobilization of Equipment and Crews			
	Vessel 1	Vessel 2	Total Amount
Basic Vessel Removal Includes: (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and			

disposal of Product, Black and Grey Water			
Removal, Fuel Removal and Disposal, Offloading from Vehicle, Marina Lifting from Water).			
Sunken Vessel Removal (Not included in Basic Vessel Removal)			
Vessel Destruction and Disposal (Includes vessel destruction, containers and landfill fees)			
Aluminum and Steel vessel cutting			
Barge and/or Crane			
Total (Add all totals in Columns)			
Grand Total			

EXHIBIT IV



FWC Vessel Removal Project



Derelict, At-Risk/Public Nuisance, Migrant and VTIP Vessel Removal Completion Sheet

This worksheet must be completed for each vessel removed and disposed of as part of the FWC Derelict, At-Risk/Public Nuisance, Migrant and VTIP Vessel Removal Project. Invoices for removal and disposal will not be paid until this form has been completed, signed, and submitted to FWC.

<p>Project Name: _____</p> <p>Assigned Project Number: _____</p> <p>PO Number: _____</p> <p>Removal Contractor Name: _____</p>	<p><u>Please Check Appropriate Vessel Type</u></p> <p><input type="checkbox"/> Derelict Vessel</p> <p><input type="checkbox"/> At-Risk/Public Nuisance Vessel</p> <p><input type="checkbox"/> Migrant Vessel</p> <p><input type="checkbox"/> VTIP Vessel</p>
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Law Enforcement Case (FWC##ON#####) / VTIP Number (XXX) : _____

Vessel Registration or Documentation Number: _____

Vessel Length: _____

Vessel Hull ID Number: _____

Vessel Make: _____

Vessel Type: (Sailboat, Cabin Cruiser, Trawler, Etc.) _____

Vessel Color: _____

GPS location where target vessel found at time of removal:

Lat _____ (N) Lon _____ (W) (Use Degrees, Decimal Minutes Format)

Date Vessel Removed from Water: _____

Date Vessel Destroyed for Disposal: _____

Date Vessel Disposed of in Landfill: _____

All the below required pictures must be submitted to the Contract Manager:

- 2 pictures of each vessel as found in place in the water.
- 2 pictures of the vessel being removed (except that if the vessel has broken apart, a picture of the removal of each piece of the vessel is required).
- 2 pictures of each vessel staged on land once removed from the water but prior to destruction.
- 2 pictures of each vessel during destruction showing both the destruction and identifying marks on the vessel.
- 2 pictures of each vessel's remnants in disposal container or at the landfill facility.

ALL PHOTOS MUST BE IDENTIFIED WITH VESSEL ID AND LAW ENFORCEMENT CASE NUMBER AND SUBMITTED WITH EACH VESSEL REMOVAL COMPLETION SHEET.

Location of Vessel Disposal: _____ (Landfill Name)

Landfill EPA Number: _____

Contractor's EPA permit number for Hazardous Materials: _____

Disposal Location of Hazardous Materials: _____

Gallons of Oils and Fuels Removed: ____ (From this vessel)

Contractor Invoice Number: _____

Contractor Verification Signature: _____ Date: _____

EXHIBIT V

Project Name:

Assigned Project Number:

CONTRACTOR MONTHLY PROGRESS REPORT

Email to: DVdirect@MyFWC.com or Mail to FWC Contract Manager at 620 South Meridian Street, Tallahassee, FL 32399-1600

FWC PO# _____

Reporting Period (Month/Year): _____
(Due 15 days after the end of each month)

Contractor Name: _____

1. Describe actions undertaken and progress of project, including percent completed for each task in the Scope of Work:

2. Is project currently on schedule for completion? (YES/NO) _____

Anticipated Completion Date: _____

(If project is not on schedule, please explain any problems encountered and/or possible delays)

Contract Name (Printed): _____ Date: _____

Contractor Signature: _____

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EXHIBIT VI
CERTIFICATE OF COMPLETION

Project Name: _____

Assigned Project Number: _____

FWC PO No. _____

I, (Contractor Name),

Representing, (Contractor Company), do hereby certify that the FWC Vessel Removal project funded by FWC Purchase Order No. _____, has been completed in compliance with all terms and conditions of said Purchase Order and attachments; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

-----DO NOT WRITE BELOW THIS LINE-----

CERTIFICATE BY COMMISSION

I certify that, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Purchase Order and attachments.

Division: _____

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT VII

DERELICT, AT-RISK/PUBLIC NUISANCE, MIGRANT AND VESSEL TURN IN PROGRAM (VTIP) REMOVAL VENDOR CONTRACT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC 25/26-84

FWC Contract No. FWC Request for Proposal

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC" and Consultant Name, Consultant FEID, whose address is Consultant Address, hereinafter "Contractor," collectively, "Parties".

WHEREAS, the Commission has an ongoing need for the removal and disposal of designated vessels—derelict, at-risk/public nuisance, migrant, and vessel turn in program (VTIP) vessels. Therefore, a Request for Proposal (RFP), FWC 25/26-84 was advertised and was awarded to Contractors in various parts of the state determined to be responsive and responsible, for services associated with RFP FWC 25/26-84, and subsequent Requests for Quote (RFQ) issued.

WHEREAS, the below-signed Contractor was awarded and is able to provide quotes for service as requested, complete projects awarded to the vendor, and be compensated from the issued Purchase Order for the removal and disposal of designated vessels.

Therefore, the Commission and the Contractor agree as follows:

1. The Parties accept and adopt the WHEREAS clauses as legally binding provisions of this Contract.
2. The Parties accept and adopt all provisions of the RFP FWC 25/26-84 as legally binding as if written in whole within this Contract.
3. The Commission agrees to pay the Contractor for services rendered for each specific designated RFQ project awarded to and successfully completed by the Contractor. The RFQ and Purchase Order will detail the specific deliverable requirements for each project.
4. The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with fifteen (15) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
5. The Contractor agrees to provide services for each specific designated project as set forth in the RFP for an initial period of one (1) year from date of initial Contract execution. The Contract may be renewed for three (3) one-year terms by an amendment for each year the option is accepted by both FWC and the Contractor.

6. While this Contract is in force, the Contractor may receive and submit quotes for RFQs initiated by FWC for the removal and disposal of vessels as solicited by FWC.

7. Should this Contract be terminated by FWC or the Contractor, the Contractor will no longer be considered "Awarded" under RFP FWC 25/26-84 and will no longer receive RFQs or be able to submit quotes on projects solicited under RFP FWC 25/26-84.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Click to enter Contractor	Florida Fish and Wildlife Conservation Commission
Contractor Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENT A

FWC 25/26-84

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION

PURCHASE ORDER TERMS & CONDITIONS

Last Updated: April 29, 2025

Section 1. PURCHASE ORDER

A. Composition and Priority

The Contractor agrees to provide commodities or contractual services to the Commission within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. PERFORMANCE

A. Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Commission shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Commission, or of other agencies involved in the project on behalf of the Commission.

B. Performance Deficiency

If the Commission determines that the performance of the Contractor is unsatisfactory, the Commission may notify the Contractor of the deficiency to be corrected, which correction shall be made within a timeframe specified by the Commission. The Contractor shall provide the Commission with a corrective action plan describing how the Contractor will address all issues of Purchase Order non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or Purchase Order non-compliance. If the corrective action plan is unacceptable to the Commission, the Contractor will be assessed a non-performance retainage equivalent to ten (10) percent of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Commission for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

C. Contractor Responsibilities

The Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Purchase Order shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Purchase Order

must comply with all security and administrative requirements of the Commission. The Commission 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 Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Purchase Order. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

D. Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Commission. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Commission expressly waives such secondary liability. The Commission may assign the Purchase Order with prior written notice to the Contractor.

E. Damages to State Property

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

Should any historical or cultural artifacts be uncovered, the Contractor shall immediately halt work and notify the Commission's Contract Manager. **Please note:** The State Archaeologist has the power to halt work if they have reason to believe artifacts are being disturbed.

F. Subcontractor Minority Status Report.

Contractor shall provide a **Subcontractor Minority Status Report (Attachment E)** to the Commission's Contract Manager, summarizing the participation of certified and non-certified woman-, veteran- and/or minority-owned business enterprise subcontractors/material suppliers for this Contract. The report shall be completed in its entirety and submitted with each invoice. The Contractor shall indicate "N/A" if the project does not utilize subcontractors. The [Office of Supplier Development](#) can assist in furnishing names of qualified woman-, veteran- and/or minority-owned business enterprises. Contact the Commission's Minority Coordinator at (850) 488-6551 with any questions.

G. Independent Contractor

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. 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 performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission. The Contractor agrees to include this provision in all its subcontracts under the Purchase Order.

H. Commission Rights to Undertake or Award Supplemental Contracts

The Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Purchase Order. The Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 3. PAYMENT AND FEES

A. Payment

The Contractor will be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or contractual services is confirmed in writing by the Commission.

B. Invoicing

Invoices may be submitted electronically to the Commission's designated Contract Manager, as identified in this Purchase Order. The Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

C. Invoices, Continued

All invoices shall be processed in accordance with Section 215.422, Florida Statutes (F.S.), and Rule 69I-24, Florida Administrative Code (F.A.C.), upon receipt of a proper invoice and approval and inspection of goods or services. The Commission shall record the date of receipt of an invoice on the date on which a proper invoice is first received at the place designated by the Commission. Approval and inspection of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. Invoices must be legible and shall contain the items below in detail sufficient for a proper audit.

- The invoice number
- The date of the invoice
- "Bill To" information, including address
- The vendor's name and payment remittance address
- The purchase order number
- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
- Date(s) of service (beginning date – ending date)
- Invoices for commodities must provide a clear description of the item(s), number of units and cost per unit. Numerical code descriptions alone will not be accepted.
- Invoices for services must provide a clear description of the specific deliverables that must be provided and accepted prior to payment.
- Invoices for fixed unit rate agreements must show the number of units and cost per unit.
- Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period (e.g. quarterly, monthly, etc.) must identify the deliverables provided.

D. Payment Timeframe

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve goods and services, unless applicable solicitation specifications or this Purchase Order specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved a separate interest penalty as described in Section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar (\$1.00) will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of

Financial Services and may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

E. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of seven tenths of a percent (0.7%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

F. MyFloridaMarketPlace Registration and Exemptions

All vendors must register with MyFloridaMarketPlace pursuant to Rule 60A-1.033, F.A.C., regardless of any particular transaction being exempt from the Transaction Fee. Additional information is available, and registration may be completed at the [MyFloridaMarketPlace website](#). All transactions, unless exempt pursuant to Rule 60A-1.031(6), F.A.C. shall be assessed the Transaction fee.

G. Payment Audit

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Commission upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Commission for audit.

H. Annual Appropriation

Pursuant to Section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this Purchase Order is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Purchase Order and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Purchase Order, and as to what constitutes an "annual appropriation" of funds to complete this Purchase Order. If such funds are not appropriated or available for the agreed-upon purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

I. Travel.

Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with Section 112.061, F.S.

J. Automated Clearing House (ACH)

To make transaction fee payments, contractors can register for debit ACH at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_forms and download the ACH form. Complete the ACH form and submit it electronically

(per the instructions on the form) to the Department of Management Services (DMS) to process. Note: Registering for ACH can take up to fourteen (14) days.

K. Electronic Funds Transfer (EFT)

The Commission strongly encourages the Contractor to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Purchase Order. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at <https://www.myfloridacfo.com/Division/AA/Vendors>. Questions should be directed to the State of Florida's EFT section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

L. Return or Recoupment of Funds – Overpayments to Contractor

The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Purchase Order that were disbursed to the Contractor by the Commission. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Subsection 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to "Florida Fish and Wildlife Conservation Commission."

M. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance

If the Contractor's non-compliance with any provision of the Purchase Order results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Contractor under this Purchase Order or any other contract between the Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Purchase Order or any other contract between the Contractor and the Commission, the Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

N. Cost Reimbursement Payments

- i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is cost reimbursable, the Contractor shall be paid on a cost reimbursement basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for reimbursement, costs must be in compliance with other laws, rules, and regulations applicable to expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures.
- ii. **Invoices and Deliverables.** Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Purchase Order budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Contractor met the minimum performance standards established in the Purchase Order.
- iii. **Required Documentation.** The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment

request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Purchase Order budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Purchase Order have been met. Listed below are types and examples of their supporting documentation:

- a. **Salaries.** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Tuition.** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Purchase Order dates of service. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- c. **Fringe Benefits.** To the extent the Commission determines fringe benefits are allowable, reimbursement must be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Purchase Order specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - i. **Exception:** Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- d. **Travel.** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- e. **Other Direct Costs.** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
- f. **In-House Charges.** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- g. **Indirect Costs.** To the extent the Commission determines that indirect costs are allowable, and the Purchase Order specifies that indirect costs will be paid based on a

specified rate, then the calculation should be provided in the Purchase Order's budget breakdown. Indirect costs must be in the approved Purchase Order budget and the Contractor must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

iv. **Cost Reimbursement between State Entities.**

a. This section applies to State agencies and State universities.

b. In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

O. Fixed Price Payments

i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is fixed price, the Contractor shall be paid on a fixed price basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for fixed price agreement, costs must be in compliance with other laws, rules, and regulations applicable to expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures.

ii. **Invoices and Deliverables.** Purchase Orders including services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable. For example, Purchase Orders paying for months of prevention services for 25 youth or to create a museum exhibit (to be paid out in phases upon reaching specified percentages of completion) are frequently paid on a fixed price basis.

iii. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable.

P. Fixed Fee/Unit Rate Payments

i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is fixed fee/unit rate price, the Contractor shall be paid on a fixed fee/unit rate basis for "as needed" services in which the specific quantity of units to be completed each period are variable as identified in the Purchase Order.

ii. **Invoices and Deliverables.** Fixed Fee/Unit Rate deliverables are generally used when the Purchase Order's tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. To be eligible for payment, costs must also be in compliance with other laws, rules, and regulations applicable to

expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Section 4. LIABILITY

A. Reasonably Associated Insurance

During the term of this Purchase Order, the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Purchase Order. 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 Purchase Order. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Indemnification, Generally

If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Contractor is not a state agency or subdivision as defined above, then to the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Commission.

Nothing contained in this Purchase Order shall constitute a waiver by the Commission of its sovereign immunity or, consent by the Commission or the State of Florida or its subdivisions to suit by third parties, or a waiver of the provisions of Section 768.28, Florida Statutes.

C. Payment for Claims

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

D. Workers' Compensation

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

E. General Liability Insurance

By execution of this Purchase Order, unless otherwise provided for in the Scope of Work, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the term of the Purchase Order. A self-insurance program established and operating under the applicable state or federal laws may provide such coverage.

F. Insurance Required for Performance

During the Purchase Order term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Purchase Order as required in the Scope of Work.

G. Written Verification of Insurance

Upon execution of this Purchase Order, the Contractor shall provide the Commission's Contract Manager written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the execution date of the Purchase Order, the Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

H. Commission Not Responsible for Insurance Deductible

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

Section 5. COMPLIANCE WITH FLORIDA LAWS

A. Familiarity and Compliance with Laws, Generally

The Contractor is required to be familiar and comply with all state and local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve them of responsibility. Violation of such laws shall be grounds for termination of the Purchase Order.

B. Non-Discrimination in Performance

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Purchase Order.

C. Discriminatory Vendor List

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

D. Suspended Vendor List

The Contractor hereby certifies that it is not on the suspended vendor list as identified in Section 287.1351, F.S. In addition, The Commission shall not accept a bid, proposal, or reply from, or enter into or renew any agreement or purchase order with, a vendor on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained by the DMS pursuant to s. 287.042(1)(a) and (b) and the vendor has reimbursed the agency for any re-procurement costs. Actions taken by the Commission related to suspended vendors and the suspended vendors list shall be consistent with 287.1351 F.S.

E. Convicted Vendor List

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the (DMS's convicted vendor list following a conviction for a Public Entity Crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if the Contractor or any of its affiliates are on the convicted vendors list maintained by DMS pursuant to Subsection 287.133(3)(d), F.S. The Contractor must notify DMS and the Commission, in writing, within thirty (30) days after conviction of a Public Entity Crime applicable to the Contractor or an affiliate of the Contractor as defined in Section 287.133, F.S.

F. Scrutinized Companies List

The Contractor hereby certifies that it and any of its affiliates are not a scrutinized company as identified in Section 287.135, Florida Statute. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under the terms of this Purchase Order. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Purchase Order for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Purchase Order. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

G. Commodities Produced by Forced Labor (Forced Labor Vendor List)

In accordance with Section 287.1346, F.S., a company who has been placed on DMS's forced labor vendor list may not submit a bid, proposal, or reply on a contract to provide any commodities to an agency; may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; and may not transact business for the provision of commodities with any agency. An agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to paragraph (5)(d). A member of the Contractor's senior management must certify, in writing, that to the best of his or her knowledge the commodities such company is offering to the agency have not been produced, in whole or in part, by forced labor, as identified in Section 287.1346, Florida Statute.

H. Lobbying

In accordance with Sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an agency. Pursuant to Subsection 287.058(6), F.S.,

the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

I. Gratuities

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

J. Public Records

- i. All records in conjunction with this Purchase Order shall be public records and shall be treated in the same manner as other public records are under Chapter 119, F.S.
- ii. This Purchase Order may be unilaterally cancelled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Contractor in conjunction with this Purchase Order, unless exemption for such records is allowable under Florida law.
- iii. If the Contractor meets the definition of "Contractor" in Subsection 119.0701(1)(a), F.S., the Contractor agrees to do the following as required under Florida Law:
 - a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee, FL 32399.**
 - b. Keep and maintain public records required by the Commission to perform the service.
 - c. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Contractor does not transfer the records to the Commission.
 - e. Upon completion of the Purchase Order, transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the Purchase Order, the

Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Purchase Order, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

K. Publishing and Confidentiality

The Contractor agrees that it shall not publish, disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Commission's Contract Manager or the Commission's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Commission's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

L. Intellectual Property

- i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. The Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing, or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Purchase Order for the Commission shall be handled in the manner specified by applicable Florida Statute and/or Federal program.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Purchase Order produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Purchase Order is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

M. Real Property

If this Purchase Order is for the purchase or improvement of real property and supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest for at least 5 years in the property to the State of Florida, the type, and details of

which are provided in the Scope of Work. Title to state-owned real property remains vested in the state.

State-owned real property will be used as provided in the Scope of Work.

N. Non-Expendable Property

For the requirements of this section of the Purchase Order, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).

Title (ownership) to all non-expendable property acquired with funds from this Purchase Order shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Purchase Order unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in the Scope of Work.

O. Cooperation with Inspector General

Pursuant to Subsection 20.055(5), F.S., the Contractor, and any subcontractors to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

P. Employment Eligibility Verification

- i. **Requirement to Use E-Verify.** Section 448.095(2), F.S. requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security’s E-Verify system can be found online at <https://www.e-verify.gov>.
- iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.

- iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

- v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(5)(c), F.S., the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

Q. RESPECT

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS PURCHASE ORDER 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 PURCHASE ORDER THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY IN SO FAR 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>.

R. PRIDE

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS PURCHASE ORDER SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS PURCHASE ORDER THE PERSON, FIRM, OR OTHER

BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER 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.prideenterprises.org>.

S. Recycled Products

The Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Purchase Order in accordance with Section 403.7065, F.S.

T. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings

Throughout the term of the Purchase Order, the Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this Purchase Order. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform under the Purchase Order is jeopardized, the Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Contractor will be able to perform under the Purchase Order in accordance with its terms and conditions; and, b.) the Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

U. Eligibility and Licensure

The Contractor shall be licensed as necessary to perform under this Purchase Order as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request. By acceptance of this Purchase Order, the Contractor warrants that it has the capability in all respects to fully perform the Purchase Order requirements and the integrity and reliability that will assure good-faith performance as a responsible Bidder, and that the Contractor shall comport with Chapter 287, F.S., Chapter 60A, F.A.C., and all other applicable rules and laws. Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Purchase Order.

Section 6. COMPLIANCE WITH FEDERAL LAWS

As applicable, the Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. §§ 7401-7671q), and the Water Pollution Control Act (33 U.S.C §§ 1251-1389, as amended).

B. Lacey Act, 16 U.S.C. §§ 3371-3378

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported, or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §§ 1801-1891d

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C §§ 703-712

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. § 1531-1544

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

F. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Purchase Order shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. Any deliverable containing conventional electronic documents or electronically communicated information (Collectively including but not limited to portable document formats (“PDF”), word processor file formats, presentation file formats, spreadsheet file formats, mapping file formats, web content, mobile apps, social media posts, and email communications) developed or produced pursuant to this Purchase Order shall at a minimum comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. Additional information about compliance with WCAG 2.1 Level AA, is available at <https://www.w3.org/TR/WCAG21/>.

Section 7. FEDERAL FUNDS

If this Purchase Order relies on federal funds, the following terms and conditions apply:

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Purchase Order to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Davis-Bacon Act

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5 is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

C. Copeland “Anti-Kickback Act”

- i. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Purchase Order.

- ii. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the Purchase Order, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

D. Contract Work Hours and Safety Standards Act

29 CFR Part 5 Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

E. Right to Inventions

If this Purchase Order is supported by federal funds and meets the definition of “funding agreement” under 37 CFR Part 401.2(a) then the Contractor must comply with all requirements of 37 CFR Part 401.

F. Energy Efficiency

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) applies.

G. Debarment and Suspension Contractor Federal Certification

- i. This Purchase Order is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Contractor. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Byrd Anti-Lobbying Amendment

Contractors awarded \$100,000 or more in Federal funds shall file the required certification. Contractors shall file the required certification with the Commission’s Contract Manager five (5) business days after Purchase Order issuance. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the Commission.

I. Procurement of Recovered Materials

- i. In the performance of this Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6901-6992k of the Solid Waste Disposal Act.

J. Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this contract.
- ii. For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Compliance with Office of Management and Budget Circulars

As applicable, Contractor shall comply with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

L. Drug Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

M. American Rescue Plan Act (ARPA) of 2021

If this Purchase Order relies on ARPA federal funds, then the following shall apply:

- i. Contractors shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Purchase Order issuance.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

N. Build America, Buy America (BABA) provision of the infrastructure investment and Jobs Act (IIJA) of 2021 (117 P.L. 58)

If federal funds are awarded to be used in this Purchase Order for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Purchase Order will be held to the same requirements as the original Parties to this Purchase Order.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Section 8. SUBCONTRACTS AND ASSIGNMENTS

A. Subcontractors and Liability

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

B. Subcontractors as Independent Contractors

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

C. Contractor Payments to Subcontractors

If subcontracting is permitted, the Contractor agrees to make payments to its subcontractor(s) within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor(s). The Contractor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor(s) in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

Section 9. TERMINATION AND OTHER REMEDIES

A. Financial Consequences

The Scope of Work contains clearly defined deliverables. In accordance with Section 287.058(1)(h), F.S., if Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from Contractor's payment, unless otherwise modified by the Scope of Work.

The Commission may apply any of the financial consequences listed below or as identified in the Scope of Work.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.

- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

B. Commission Unilateral Termination

The Commission may unilaterally terminate this Purchase Order for convenience by providing the Contractor with fifteen (15) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

C. Termination – Fraud or Willful Misconduct

This Purchase Order shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide the Contractor with written notice of termination.

D. Termination – Funds Unavailability

In the event funds to finance this Purchase Order become unavailable or if federal or state funds upon which this Purchase Order is dependent are withdrawn or redirected, the Commission may terminate this Purchase Order upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Purchase Order to another program thus causing "lack of funds." In the event of termination of this Purchase Order under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

E. Termination – Eligibility and Compliance

Per section 287, F.S., DMS maintains several lists of the person(s), affiliate(s), entity(s) or company(s) which have been disqualified from the public contracting and purchasing process. These include, but are not limited to, the convicted vendor list, discriminatory vendor list, forced labor vendor list, and scrutinized company list. The Commission may immediately terminate if the person(s), affiliate(s), entity(s), company(s) or its subcontractor(s) are found to have submitted a false certification, are placed on any of the aforementioned lists or engaged in prohibited contracting activity during the term of the Purchase Order.

F. Prohibition of Unauthorized Aliens

The Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Subsection 274a(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this Purchase Order if the Contractor knowingly employs unauthorized aliens.

G. Termination – Other

The Commission may terminate this Purchase Order if the Contractor fails to: 1.) comply with all terms and conditions of this Purchase Order; 2.) produce each deliverable within the time specified by the Purchase Order or extension; 3.) maintain adequate progress, thus endangering the performance of the Purchase Order; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Contractor of its intent to terminate the Purchase Order for cause. In the notice, the Commission shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar

days of receipt of such notice. If the Contractor does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time prescribed in an approved corrective action plan if one was provided, the Purchase Order will be terminated for cause. At that time, the Commission will send a second notice to the Contractor noting that this Purchase Order is being terminated for cause upon receipt of the notice and documenting the reasons this Purchase Order is being terminated. The Commission reserves the right in its sole discretion to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Purchase Order. Contractor shall not be entitled to recover any cancellation charges or lost profits.

H. Contractor Discontinuation of Activities Upon Termination Notice

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

Section 10. RECORD-KEEPING REQUIREMENTS

A. Contractor Responsibilities for Record-Keeping

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

B. State Access to Contractor Books, Documents, Papers, and Records

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

C. Contractor Records Retention

Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the completion of this Purchase Order, if the Purchase Order is for commodities or services; or for ten (10) years following the completion of this Purchase Order, if the Purchase Order is for construction; or for the period otherwise required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors

In the event any work is subcontracted under this Purchase Order, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency

Any federal funds awarded under this Purchase Order must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result

is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: usaspending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Purchase Order, for the Commission to comply with this requirement.

Section 11. MISCELLANEOUS

A. Mediation

In the event of any claim or dispute arising by or between the Commission and the Contractor, unless otherwise agreed in writing, each party shall continue to perform as required under the Purchase Order, notwithstanding the existence of such claim or dispute.

Any claim, dispute, or other matter in question arising out of, or relating to the Purchase Order or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute. Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. If the parties cannot agree upon a Florida Supreme Court certified mediator within two weeks after the notice, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.
 - c. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case, and any resolution shall be set forth in a written settlement agreement.

If any matter sought to be mediated by the Commission or the Contractor involves any Subcontractor, any Separate Contractor, or any other third party, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation. The Contractor shall include these mediation terms in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

If mediation results in an impasse it shall not preclude any party from commencing any judicial proceeding pursuant to the terms of this Purchase Order, providing the claims sought to be decided are not otherwise barred.

B. Governing Law, Severability and Venue

This Purchase Order has been delivered in the State of Florida. Florida law governs this Purchase Order, all agreements arising under or out of this Purchase Order, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Purchase Order. Wherever possible, each provision of this Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Purchase Order unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Purchase Order. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By accepting this Purchase Order, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

C. Jury Trial Waiver

As part of the consideration for this Purchase Order, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Purchase Order, or with the products or services provided under this Purchase Order, including but not limited to any claim by the Contractor of *quantum meruit*.

D. Waiver of Rights

The delay or failure by the Commission to exercise or enforce any of its other rights under the Purchase Order shall not constitute waiver of such rights.

E. Modification

The Purchase Order may only be modified by a Change Order agreed to by the Commission and the Contractor. If a Change Order is required for any portion of any job, the Contractor shall not commence to purchase materials for the proposed work to be performed, nor proceed with the proposed duties without written approval and receiving a copy of the approved Change Order. The Contractor shall request a Change Order in writing, outlining the reasons and the itemized costs required for the Change Order. The Parties agree to renegotiate this agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Purchase Order necessary.

F. Time is of the Essence

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach, unless such delay is attributable to Commission delays including timely issuance of the Purchase Order and any modification thereafter, if any.

G. Commodities Logistics

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- a. All purchases are F.O.B. destination, transportation charges prepaid.

- b. Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- c. No extra charges shall be applied for boxing, crating, packing, or insurance.
- d. The following delivery schedule shall apply: 8:00 AM–4:00 PM, Monday through Friday, excluding legal holidays.
- e. If delivery to the specified destination cannot be made on or before the specified date, notify the Commission immediately using the contact information provided in the MyFloridaMarketPlace system.
- f. The Commission assumes no liability for commodities shipped to any address other than the specified location(s) provided on the Purchase Order.
- g. Items received in excess of quantities specified may, at Commission's option, be returned at the Contractor's expense. Substitutions are not permitted.

H. Media Requests

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Purchase Order, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Purchase Order shall be processed through the Commission only. Public Records requests shall be handled in accordance with Chapter 119, F.S., and any other applicable provisions herein.

I. Entire Agreement

This Purchase Order, with all incorporated attachments and exhibits, represents the entire agreement of the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Purchase Order shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Purchase Order and its attachments, the terms of the solicitation, then the Contractor's response to the solicitation.

J. Force Majeure

Neither Party shall be liable to the other for any delay or failure to perform under this Purchase Order if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents 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 Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Purchase Order. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Purchase Order to either Party.

In the case of any delay, the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (a) within ten (10) calendar 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 (b) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **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.

The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Contractor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the Commission 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 Commission determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (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 or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.

K. Other Miscellaneous Provisions

No firearms, alcohol or illegal substances are allowed on any Commission project site. Neither the Contractor nor any of its employees may possess firearms or alcohol while on the job site. The Parties do not intend, nor shall this Purchase Order be construed, to grant any rights, privileges or interest to any person not a party to this agreement.

L. Reporting Requirements for Executive Order 20-44

If the Contractor is required to file an IRS Form 990 and any of the following apply: this Purchase Order is a sole-source, a public-private agreement, or if the Contractor, through this Purchase Order with the State annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Contractor shall provide an annual report (FWC Executive Order 20-44 Attestation Form, Attachment J), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Contractor must also inform the Commission's Contract Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Contractor.

M. Foreign Country of Concern Attestation Form (PUR 1355)

If performance of the anticipated Purchase Order, Formal Written Contract, or Lease will require the Commission to provide the awarded Contractor with access to an individual's personal identifying information, then the following statement applies:

In accordance with section 287.138, F.S., the Contractor, shall complete the Foreign Country of Concern Attestation Form (PUR 1355) unless the Contractor already provided the Commission a completed PUR 1355 as a mandatory bid, proposal, reply, or quote submission for this Contract.

N. Use of Small Unmanned Aircraft Systems

Unless superseded or otherwise further described in the Purchase Order, if the Contractor intends to use a small Unmanned Aircraft System (sUAS) at any time throughout the duration of the Purchase Order, the Contractor shall request approval from the Commission in writing prior to use. Upon request by the Commission, the Contractor shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Contractor in writing of the approval or rejection of the request. If approved, the Contractor will be provided with the Commission's policies and is responsible and liable for adhering to any and all rules and regulations, including the Commission's policies, applicable to operating the sUAS.

O. Reporting Requirements for Preference for Florida-Grown Food Products

If this Purchase Order involves the procurement of food commodities pursuant to section 287.0823 F.S., the Contractor shall provide a quarterly report detailing the sourcing of all food commodities supplied under this agreement. The quarterly report must include a description of the food commodities being procured, an appropriate unit of measure, quantity purchased, total cost, and whether the commodity was grown or produced in Florida. The Contractor must promptly notify the Commission of any changes in the availability or sourcing of Florida-grown products. Failure to comply with this reporting requirement may result in penalties, including but not limited to the termination of this Purchase Order.

ATTACHMENT B

FWC 25/26-84

MANDATORY RESPONSIVE REQUIREMENTS

Respondent must complete and sign the fields at the bottom of this Attachment to indicate acknowledgment and acceptance of each Responsive Requirement.

Responsive Requirements
The person submitting the Response certifies to being authorized by the Respondent to respond to this solicitation on the Respondent's behalf.
The Respondent certifies it is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
The Respondent certifies that the Respondent is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; if the contract is for the provision of commodities, the Respondent, and any entity under the control of Respondent, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S.; and 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 Respondent's ability to satisfy the contract obligations.
The Respondent certifies that the Respondent is in compliance with Section 9 of the PUR1001 form .
The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Quarterly List of Scrutinized Companies that Boycott Israel, nor is it engaged in a boycott of Israel.
If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Respondent certifies the Respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/ .
The Respondent certifies that the Respondent is in compliance with section 448.095(5)(a), F.S., and that within the last year (i.e., within the last 365 days), it has not had a contract terminated under section 448.095(5)(c), F.S., by a public employer, as defined by section 448.095(1)(i), F.S.

The Respondent certifies that it has provided a completed Respondent Acknowledgment Form.

TAB A. Respondent Acknowledgment Form (Mandatory)

For this response to be considered responsive, the **Respondent Acknowledgment Form (Page 2)** must be completed in its entirety, signed by the Respondent and returned as part of the response. Otherwise, the response will be deemed non-responsive. By affixing your signature to the Respondent Acknowledgment Form, the Respondent hereby states that the Respondent has read all response specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Respondent will provide the Commission under these response specifications.

The Respondent certifies that it has provided a completed Mandatory Responsive Requirements Form

TAB B. Mandatory Responsive Requirements (Mandatory) — (Attachment B)

The Respondent shall complete and submit the Mandatory Responsive Requirements form in its entirety and return the form as part of the RFP response or the response shall be deemed non-responsive.

The Commission will not review Responses from Respondents who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements. Note: The Commission will perform an initial responsiveness check. Responses found to be non-responsive will not be considered for award. The Commission reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Response or Respondents.

The Respondent certifies that it has provided a completed References Form in accordance with the reference requirements.

TAB C. References (Mandatory) — (Attachment C)

The Respondent shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with the response. The References form shall be completed correctly in its entirety and returned as part of the RFP response, or the response shall be deemed non-responsive.

The Respondent certifies that it has provided a completed Attachment D, List of Subcontractors.

TAB D. List of Subcontractors (Mandatory) — Attachment D

The Respondent shall complete and submit the List of Subcontractors in its entirety and return the form as part of the RFP response or the response shall be deemed non-responsive. The Respondent will not be authorized to use any subcontractor not listed in Attachment D, any subcontractors not listed on Attachment D that an awarded contractor needs to utilize in exigent circumstances, for the completion of a specific project must be pre-approved and accepted by FWC's Contract Manager before beginning any work on an awarded project.

The Respondent certifies that it has provided a complete Attachment F, Experience Form tab.

TAB E. Experience (Mandatory) – Attachment F

The Respondent shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Respondent experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be deemed non-responsive.

The Respondent certifies that it has provided a complete Respondent Background and Experience tab.

TAB F. Contractor-Owned Equipment List (Mandatory) --Attachment G

The Respondent shall complete and return Attachment G, providing a list of appropriate equipment owned by the Respondent that is available to use to complete the work as defined herein. The

Contractor-Owned Equipment List form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be deemed non-responsive.

Note: In the event that the Contractor anticipates the need for a particular piece of equipment that would need to be rented, the rental price can be provided under the Cost for Items Not Listed Above section of the Cost Sheets below. Equipment owned or rented can be used to complete projects and the Cost Sheets should take that into account. However, rented equipment should NOT be listed on this Form.

The Respondent certifies that it has provided a complete Project Organization tab.

TAB G. Cost Sheets (Mandatory) – Attachment H

On the pages provided as Attachment H, the Respondent shall provide its costs for the services/equipment requested in this solicitation for the initial 1-year term of the contract and the possible 3 one-year renewal periods. A separate Cost Sheet is provided for each of the six Regions for which work may be performed. The appropriate Cost Sheets must be submitted for each Region in which the Respondent is proposing to provide services. For each Cost Sheet submitted, Respondents shall check those counties within the Region where they are able to do work. Respondent shall provide costs per Region regardless of the counties selected per Region. The Cost Sheet shall be completed in its entirety for the Region for which the Respondent is proposing to provide services, and returned, as part of the RFP response or the response shall be deemed non-responsive. In the event that a Respondent cannot provide one of the services listed on the Cost Sheet, “N/A” shall be written in the space for the price. Services noted with an “N/A” by the Respondent cannot be provided by the Respondent if they receive an award under this RFP.

Prices provided in Attachment H shall include all costs necessary to provide the services listed including, but not limited to, highest estimated rate for employee pay, benefit costs, insurance, and incidental expenses, fuel, vehicles, materials, supplies, PPE, disposal methods/equipment, and any other costs necessary for the Contractor to meet project specifications. Respondent should take into account potential price increases and market fluctuations that could affect the Respondent’s costs over the term of contract.

The Respondent certifies that it has provided all addenda that were issued in relation to this RFP.

The Respondent certifies that if awarded the RFP, it shall provide a completed Composite Exhibit I, PUR 7801 Vendor Certification Form to the Procurement Manager within ten (10) calendar days after the closing of the Commission’s Notice of Intent to Award posting on VIP and annually thereafter on July 1st throughout the term of the RFP. A completed Composite Exhibit I, PUR 7801 includes any required forms referenced.

Physical Documents Required to be Included in Response Submission to be Considered Responsive
Completed Respondent Acknowledgement Form.

Completed Attachment B, Mandatory Responsive Requirements.

Completed Attachment C References Form in accordance with the reference requirements.

Completed Attachment D, List of Subcontractors.

Completed Attachment F, Experience form

Completed Attachment G, Contractor-Owned Equipment List.

Completed Attachment H, Cost Sheet.

Signature below certifies that Respondent conforms with all Responsive Requirements listed above. Signature below further certifies acknowledgment of the Respondent's ongoing duty to provide updates to the Procurement Manager and Contract Manager should a change in Respondent's circumstances render these certifications no longer valid.

Respondent (Vendor) Name

Signature of Respondent's Authorized Representative

Authorized Representative's Printed Name

Date

ATTACHMENT C

FWC 25/26-84

REFERENCES

On the following pages, a minimum of three (3) separate and verifiable references from persons or firms for whom the respondent has performed similar jobs as per the response specifications shall be supplied with the response. No more than one (1) of the submitted references shall be related to a past project where staff necessary for the current project were unaffiliated with the proposer and/or employed by a different company. If providing an unaffiliated reference, enter the information in Reference 4 – Collective Experience. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. FWC staff will attempt to contact each selected reference by phone up to three (3) times. If any reference is not available as stated above, this may be cause for rejection of the Respondent's response. Provide a description (scope of work) of each job.

Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.

- Do not list projects completed for the Commission.
- Do not list the same client for more than one (1) reference.
 - **Example:** A Respondent has completed one (1) project for Landscape Shop in Tallahassee and one (1) project for Landscape Shop in Jacksonville. Only one (1) of the projects may be listed because the client (Landscape Shop) is the same.
- Do not include confidential clients.
- Clients that the Respondent has provided having any affiliation with the Respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as references under this solicitation.
- Also, clients that the Respondent has listed as subcontractors in their response may not be used as references under this solicitation.
- Any additional references listed, over the required minimum, will be considered in determining if the Respondent has satisfied the reference requirements as set out herein.

If submitting 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).

If the Respondent has changed names in the time since work was performed for a reference listed, then provide the name the Respondent previously operated under at the end of the project description for that reference.

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

SAMPLE REFERENCE QUESTIONNAIRE

FWC 25/26-84

REFERENCE:

Reference Organization Name: _____

Reference Contact: _____

Reference Phone Number: _____

For Agency use ONLY, to be completed following the bid opening:

The following questions will be asked of the client reference, as chosen at the discretion of the Agency.

1. Did the vendor stay within the approved timeline/budget?

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

2. Did the vendor maintain clear communication?

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

3. How satisfied was your organization with the vendor's skill, knowledge, cooperativeness, and professional manner?

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

4. How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?

Excellent Above Satisfactory Satisfactory Fair Poor

Comments:

FWC Staff Signature: _____

Date: _____

ATTACHMENT D

FWC 25/26-84

LIST OF SUBCONTRACTORS

INCLUDE WITH BID SUBMISSION

The Respondent shall provide the information listed below for each subcontractor who will be utilized to perform the services as described in the Scope of Work. Failure to supply sufficient information for verification of the subcontractor(s) may deem the bid as non-responsive. Indicate "N/A" if not applicable.

SUBCONTRACT TYPE	BUSINESS NAME, ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR	FL DIVISION OF CORPORATIONS REGISTRATION	FEIN	MINORITY BUSINESS (CBE)

***CBE Codes:** **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

Signature: _____ Date: _____

Print Name: _____ Respondent CBE Code: _____

ATTACHMENT E

FWC 25/26-84

SUBCONTRACTOR MINORITY STATUS REPORT

Date:

FEIN:

Contractor Company Name, Street Address, City & Zip Code:

FWC Solicitation Number: FWC 25/26-84

FWC Project Title: DERELICT, AT-RISK/PUBLIC NUISANCE, MIGRANT AND VESSEL TURN IN PROGRAM (VTIP) VESSEL REMOVAL FROM WATERS OF THIS STATE, DESTRUCTION, AND DISPOSAL

Contract Amount: \$

Invoice Number:

The Contractor shall indicate "N/A" if the project does not utilize subcontractors.

Primary Contractor Name	Primary Contractor CBE Code	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	*CBE Code	Description of Service	Subcontractor Payment Amount
			\$					\$
			\$					\$
			\$					\$
			\$					\$
Total of Subcontractor Payment(s)								\$

¹OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: <https://osd.dms.myflorida.com/directories> or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: <https://vendor.myfloridamarketplace.com>

*CBE Codes: **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Development (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification:

www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

ATTACHMENT F

FWC 25/26-84

EXPERIENCE FORM

The Respondent shall provide a chronological list (starting with most recent experience first) of the Respondent's prior and relevant experience to include any previous work performing removal of derelict vessels from waters of this State, destruction, or disposal of derelict vessels or other vessels authorized by FWC or another governmental entities, with a description of the services provided and duration of the project. The Respondent must provide evidence of a minimum of 3 past experiences performing derelict vessel or other authorized vessel removals.

EXPERIENCE #1:

DATES OF EXPERIENCE: _____ to _____

EXPERIENCE #2:

DATES OF EXPERIENCE: _____ to _____

EXPERIENCE #3:

DATES OF EXPERIENCE: _____ to _____

EXPERIENCE #4:

DATES OF EXPERIENCE: _____ to _____

CONTRACTOR NAME

AUTHORIZED SIGNATURE

ATTACHMENT G

FWC 25/26-84

CONTRACTOR OWNED EQUIPMENT LIST

Respondents shall use the table below to list all the appropriate equipment the Respondent owns and intends to use to complete the services as defined within this RFP and Scope of Work.

Equipment Description or Proper Name	Intended Use Per Scope of Work

ATTACHMENT H

FWC FY-25/26-84

COST SHEETS

CONTRACTOR SHALL NOT ALTER THE COSTSHEET TEMPLATE IN ANY WAY

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

The Cost Sheets shall be completed in their entirety for the Region for which the Respondent is proposing to provide services, and returned, as part of the RFP response or the response shall be deemed non-responsive. In the event that a Respondent cannot provide one of the services listed on the Cost Sheets, "N/A" shall be written in the space for the price. Services noted with an "N/A" by the Respondent cannot be provided by the Respondent if they receive an award under this RFP.

PURSUANT TO SECTIONS 287.057(1)(a)1 AND 287.057(1)(a)2., F.S., EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED.

Price shall include all costs necessary to provide the services listed for the Contractor to meet project specifications. Respondent should take into account potential price increases and market fluctuations that could affect the Respondent's costs over the term of contract.

Awards will be made in accordance with the specifications herein. **This is a multi-award RFP.** Subsequent to awarding the RFP, a Request for Quotes (RFQ) will be initiated for each unique project. Project quotes shall be calculated using the rates provided herein. **An award under this Request for Proposals is not a guarantee of work.**

Evaluation of proposals shall include consideration of the total cost of the contract, including the total cost for each possible renewal year, as submitted by the Respondent.

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NORTHWEST REGION COST SHEET

Respondent shall check all counties they are committing to do work in. This information will be used in the calculation of the points for the Area of Operational Availability criteria.

WALTON _____ JACKSON _____ SANTA ROSA _____ LEON _____
 BAY _____ HOLMES _____ OKALOOSA _____ JEFFERSON _____
 GULF _____ WASHINGTON _____ FRANKLIN _____ GADSDEN _____
 CALHOUN _____ ESCAMBIA _____ WAKULLA _____ LIBERTY _____

Derelict Vessel					
Mobilization/Demobilization Crews and equipment needed to perform the specific project.	A. Initial Term - Year 1 (Price Per Project)	B. Renewal Year 1 (Price Per Project)	C. Renewal Year 2 (Price Per Project)	D. Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal <i>(On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).</i>	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					

Vessels 100'-150' Max					
Vessel Turn in Program (VTIP) Vessel, At-Risk/Public Nuisance Vessel, Migrant Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	Initial Term - Year 1 (Price Per Project)	Renewal Year 1 (Price Per Project)	Renewal Year 2 (Price Per Project)	Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'- 150 Max					
Additional Costs					
Sunken Vessel Removal - Derelict, At-Risk/Public Nuisance, Migrant, and VTIP	Initial Term - Year 1 (Price	Renewal Year 1	Renewal Year 2	Renewal Year 3	Total (Initial Year Plus All

<i>(Not included in Basic Vessel Removal)</i>	Per Foot)	(Price Per Foot)	(Price Per Foot)	(Price Per Foot)	3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Vessel Destruction and Disposal <i>(Includes vessel destruction, containers, and landfill fees)</i>	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Aluminum and Steel Vessel Cutting	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					

Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Barge and/or Crane	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Grand Total for Northwest Region					
(Add totals for Column A + B + C+ D)					
NOTE: TOTALS ARE FOR PRICE CALCULATIONS/COMPARISONS ONLY					

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NORTHCENTRAL REGION COST SHEET

Respondent shall check all counties they are committing to do work in. This information will be used in the calculation of the points for the Area of Operational Availability criteria.

MADISON _____	LEVY _____	COLUMBIA _____	BAKER _____
NASSAU _____	TAYLOR _____	CITRUS _____	HAMILTON _____
BRADFORD _____	LAFAYETTE _____	GILCHRIST _____	UNION _____
CLAY _____	DIXIE _____	SUWANNEE _____	ALACHUA _____
DUVAL _____			

Derelict Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	A. Initial Term - Year 1 (Price Per Project)	B. Renewal Year 1 (Price Per Project)	C. Renewal Year 2 (Price Per Project)	D. Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Derelict Vessel Removal (<i>On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water</i>).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					

Vessels 80'-99'					
Vessels 100'-150' Max					
Vessel Turn in Program (VTIP) Vessel, At-Risk/Public Nuisance Vessel, Migrant Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	Initial Term - Year 1 (Price Per Project)	Renewal Year 1 (Price Per Project)	Renewal Year 2 (Price Per Project)	Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Vessels 21-25					
Vessels 26-30					
Vessels 31-35					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					

Vessels 100'- 150 Max					
Additional Costs					
Sunken Vessel Removal - Derelict, At-Risk/Public Nuisance, Migrant, and VTIP (<i>Not included in Basic Vessel Removal</i>)	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Vessel Destruction and Disposal (<i>Includes vessel destruction, containers, and landfill fees</i>)	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
	Initial Term -	Renewal Year 1	Renewal Year 2	Renewal Year 3	Total (Initial

Aluminum and Steel Vessel Cutting	Year 1 (Price Per Foot)	(Price Per Foot)	(Price Per Foot)	(Price Per Foot)	Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Barge and/or Crane	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Grand Total for Northcentral Region					
(Add totals for Column A + B + C+ D)					
NOTE: TOTALS ARE FOR PRICE CALCULATIONS/COMPARISONS ONLY					

NORTHEAST REGION COST SHEET

Respondent shall check all counties they are committing to do work in. This information will be used in the calculation of the points for the Area of Operational Availability criteria.

ST. JOHNS _____ PUTNAM _____ MARION _____ FLAGLER _____
 VOLUSIA _____ BREVARD _____ LAKE _____ INDIAN RIVER _____
 OSCEOLA _____ ORANGE _____ SEMINOLE _____ SUMTER _____

Derelict Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	A. Initial Term - Year 1 (Price Per Project)	B. Renewal Year 1 (Price Per Project)	C. Renewal Year 2 (Price Per Project)	D. Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					

Vessels 100'-150' Max					
Vessel Turn in Program (VTIP) Vessel, At-Risk/Public Nuisance Vessel, Migrant Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	Initial Term - Year 1 (Price Per Project)	Renewal Year 1 (Price Per Project)	Renewal Year 2 (Price Per Project)	Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'- 150 Max					
Additional Costs					
Sunken Vessel Removal - Derelict, At-Risk/Public Nuisance, Migrant, and VTIP	Initial Term - Year 1 (Price	Renewal Year 1	Renewal Year 2	Renewal Year 3	Total (Initial Year Plus All 3

<i>(Not included in Basic Vessel Removal)</i>	Per Foot)	(Price Per Foot)	(Price Per Foot)	(Price Per Foot)	Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Vessel Destruction and Disposal <i>(Includes vessel destruction, containers, and landfill fees)</i>	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Aluminum and Steel Vessel Cutting	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					

Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Barge and/or Crane	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Grand Total for Northeast Region					
(Add totals for Column A + B + C+ D)					
NOTE: TOTALS ARE FOR PRICE CALCULATIONS/COMPARISONS ONLY					

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SOUTHWEST REGION COST SHEET

Respondent shall check all counties they are committing to do work in. This information will be used in the calculation of the points for the Area of Operational Availability criteria.

HERNANDO _____ POLK _____ LEE _____ PASCO _____
 MANATEE _____ HARDEE _____ PINELLAS _____ SARASOTA _____
 DE SOTO _____ HILLSBOROUGH _____ CHARLOTTE _____ HIGHLANDS _____

Derelict Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	A. Initial Term - Year 1 (Price Per Project)	B. Renewal Year 1 (Price Per Project)	C. Renewal Year 2 (Price Per Project)	D. Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					

Vessels 100'-150' Max					
Vessel Turn in Program (VTIP) Vessel, At-Risk/Public Nuisance Vessel, Migrant Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	Initial Term - Year 1 (Price Per Project)	Renewal Year 1 (Price Per Project)	Renewal Year 2 (Price Per Project)	Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Vessels 21-25					
Vessels 26-30					
Vessels 31-35					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					

Additional Costs					
Sunken Vessel Removal - Derelict, At-Risk/Public Nuisance, Migrant, and VTIP (<i>Not included in Basic Vessel Removal</i>)	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Vessel Destruction and Disposal (<i>Includes vessel destruction, containers and landfill fees</i>)	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Aluminum and Steel Vessel Cutting	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)

	Per Foot)				Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Barge and/or Crane	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Grand Total for Southwest Region					
(Add totals for Column A + B + C+ D)					
NOTE: TOTALS ARE FOR PRICE CALCULATIONS/COMPARISONS ONLY					

SOUTH A REGION COST SHEET

Respondent shall check all counties they are committing to do work in. This information will be used in the calculation of the points for the Area of Operational Availability criteria.

OKEECHOBEE _____ SAINT LUCIE _____ MARTIN _____ PALM BEACH _____
 COLLIER _____ GLADES _____ HENDRY _____

Derelict Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	A. Initial Term - Year 1 (Price Per Project)	B. Renewal Year 1 (Price Per Project)	C. Renewal Year 2 (Price Per Project)	D. Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					

Vessels 100'-150' Max					
Vessel Turn in Program (VTIP) Vessel, At-Risk/Public Nuisance Vessel, Migrant Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	Initial Term - Year 1 (Price Per Project)	Renewal Year 1 (Price Per Project)	Renewal Year 2 (Price Per Project)	Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'- 150' Max					
Additional Costs					
Sunken Vessel Removal - Derelict, At-Risk/Public Nuisance, Migrant, and VTIP	Initial Term - Year 1 (Price	Renewal Year 1	Renewal Year 2	Renewal Year 3	Total (Initial Year Plus All 3

<i>(Not included in Basic Vessel Removal)</i>	Per Foot)	(Price Per Foot)	(Price Per Foot)	(Price Per Foot)	Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Vessel Destruction and Disposal <i>(Includes vessel destruction, containers and landfill fees)</i>	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Aluminum and Steel Vessel Cutting	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					

Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Barge and/or Crane	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Grand Total for South A. Region (Add totals for Column A + B + C+ D) **NOTE: TOTALS ARE FOR PRICE CALCULATIONS/COMPARISONS ONLY**					

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SOUTH B REGION COST SHEET

Respondent shall check all counties they are committing to do work in. This information will be used in the calculation of the points for the Area of Operational Availability criteria.

BROWARD _____ MIAMI-DADE _____ MONROE _____

Derelict Vessel					
Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	A. Initial Term - Year 1 (Price Per Project)	B. Renewal Year 1 (Price Per Project)	C. Renewal Year 2 (Price Per Project)	D. Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					

Vessel Turn in Program (VTIP) Vessel, At-Risk/Public Nuisance Vessel, Migrant Vessel

Mobilization/Demobilization of Crews and equipment needed to perform the specific project.	Initial Term - Year 1 (Price Per Project)	Renewal Year 1 (Price Per Project)	Renewal Year 2 (Price Per Project)	Renewal Year 3 (Price Per Project)	Total (Initial Year Plus All 3 Renewal Years)
Vessels 1-5					
Vessels 6-10					
Vessels 11-15					
Vessels 16-20					
Vessels 21-25					
Vessels 26-30					
Vessels 31-35					
Basic Cost of Vessel Removal (On Water Towing, Land Based Transport, Hazmat Removal, Emergency Environmental Cleanup and disposal of Product, Black and Grey Water Removal, Fuel Removal and Disposal, Offloading from Vehicle, or Marina Lifting from Water).	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'- 150' Max					

Additional Costs					
Sunken Vessel Removal - Derelict, At-Risk/Public Nuisance, Migrant, and VTIP <i>(Not included in Basic Vessel Removal)</i>	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Vessel Destruction and Disposal <i>(Includes vessel destruction, containers and landfill fees)</i>	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Aluminum and Steel Vessel Cutting	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)

Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Barge and/or Crane	Initial Term - Year 1 (Price Per Foot)	Renewal Year 1 (Price Per Foot)	Renewal Year 2 (Price Per Foot)	Renewal Year 3 (Price Per Foot)	Total (Initial Year Plus All 3 Renewal Years)
Vessels less than 25'					
Vessels 26'-31'					
Vessels 32'-40'					
Vessels 41'-55'					
Vessels 56'-79'					
Vessels 80'-99'					
Vessels 100'-150' Max					
Grand Total for South B. Region					
(Add totals for Column A + B + C+ D)					
NOTE: TOTALS ARE FOR PRICE CALCULATIONS/COMPARISONS ONLY					

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

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Fax: _____

City/State/Zip: _____

Telephone: _____

ATTACHMENT I

FWC 25/26-84

EVALUATION CRITERIA SCORING SHEET

This evaluation sheet will be used by the Evaluation Team to assign scores to all responses that were evaluated and designated as qualified. Scores will be averaged for all Evaluation Team members and ranked, highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value.

- **Point Value:** unless otherwise indicated, zero is lowest possible score and the number indicated in this column is the highest possible.
- **Points Awarded:** total number of points given by the evaluator.

Evaluator Name: _____ Respondent Name: _____

Category	Question #	Question	Point Value	Points Awarded
Experience	1.	How well does the Respondent's past and present job experience with derelict or other authorized vessel removal, destruction and disposal demonstrate their ability to perform the services described in this Scope of Work?	0-40	
Contractor Owned Equipment	1.	How well does the Respondent's equipment list demonstrate equipment necessary for the services described in this Scope of Work?	0-20	
Area of Operational Availability	1.	The evaluation of each Respondent's Area of Operational Availability proposal will be conducted by the procurement manager based on the formula as described in the Evaluation Scoring Factors.	0-10	

EVALUATION CRITERIA: PURCHASING

Procurement Manager's Name: _____

Respondent Name: _____

Category	Evaluation Item	Point Value	Points Awarded
Cost Sheet	The evaluation of each Respondent's cost proposal will be conducted by the procurement manager based on the cost formula as described in the Evaluation Scoring Factors.	0-30	
Vendor's Total Score (Determined by Purchasing)		0-100	

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ATTACHMENT J

FWC 25/26-84

EXECUTIVE ORDER 20-44 ATTESTATION FORM

This form must be returned annually to FWC by April 1 to satisfy the requirements under the Governor's Executive Order Number 20-44, published February 20, 2020. Your attestation is needed for the following information:

Legal Name of Organization: _____

Unique Entity ID: _____

Service Location for Organization: City: _____ County: _____

State: _____

Type of Organization: Non-Profit For-Profit Educational Institution Local Municipality Other

1. If your organization is required to file an IRS Form 990 under Internal Revenue Codes, does the organization currently receive 50% or more of its budget annually from the State of Florida or from a combination of State and Federal funds? Yes No
2. If the answer to Question 1 is Yes or if your organization is required to file an IRS Form 990 under Internal Revenue Codes and is named in statute with which the agency must form a sole-source, or public-private partnership Agreement, please submit the following to the Contract Manager.
 - a) A copy of the most recent IRS Form 990.
 - b) Documentation showing total compensation—to include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout—for all members of the Contractor's executive leadership team for the past tax year.
 - c) Total organization compensation from the past tax year: \$ _____
State: \$ _____ Federal: \$ _____ Other: \$ _____
 - d) Total number of members: _____
- 2) The Contractor shall provide this information on an annual basis to the Contract Manager, along with the requirement to inform the Contract Manager of any changes in total executive compensation between the annual reports.

Attestation Statement: As an "Authorized Representative" of the Respondent, I duly attest to the best of my knowledge that all information provided in this questionnaire is accurate and true as presented. I also understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may be subject to civil penalties, attorney's fees, and/or costs.

Contractor/Authorized Representative Signature

Date

Printed Name

Title

COMPOSITE EXHIBIT I INSTRUCTIONS

- PUR 7801 Timeline
 - It is the responsibility of the awarded Respondent to provide a completed Composite Exhibit I, PUR 7801 Vendor Certification Form to the Procurement Manager within ten (10) calendar days after the closing of the Commission’s Notice of Intent to Award posting on VIP and annually thereafter on July 1st throughout the term of the RFP.
 - A completed Composite Exhibit I, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

- Vendor Certification Form
 - In each row that has been marked ‘Required’ by the Commission in the Customer Indicator column, review the language in the Certification column and **indicate in the Vendor Indicator column “Certified” or “N/A”**
 - ‘Certified’ means your business is compliant with the requirements of the Certification column.
 - ‘N/A’ means your business is not in compliance with the language in the Certification column.
 - In each row that has been marked ‘Determined by Vendor’ by the Commission in the Customer Indicator column, review the language in the Certification column and **indicate in the Vendor Indicator column “Certified” or “N/A”**
 - ‘Certified’ means the content of the accompanying Certification column applies to your business, and your business is compliant with its requirements.
 - ‘N/A’ means the language in the accompanying Certification column does not apply to your business.

- Composite Exhibit I Additional Forms

Common Carrier or Contracted Carrier Attestation Form (PUR 1808)

Use of Coercion for Labor and Services (PUR 2024)

COMPOSITE EXHIBIT I

FWC 25/26-84

VENDOR CERTIFICATION FORM

(PUR 7801)

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required	_____	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel,".
Determined by Vendor	_____	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies".
Required	_____	<p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and 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 vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is</p>

		placed on the Suspended Vendor List of the Department of Management Services.
N/A	_____	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," attached hereto below.
Determined by Vendor	_____	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Required	_____	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	_____	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	_____	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
N/A	_____	<p>If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S.</p> <p>If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor.</p> <p>The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the</p>

		competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.
--	--	---

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Name

Signature

Date

FEIN

Typed or Printed Name

Title

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier: _____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**USE OF COERCION FOR LABOR AND SERVICES
(PUR 2024)**

Pursuant to section 787.06(14), Florida Statutes, this portion of the form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date: