

SUBMIT PROPOSAL TO:
PURCHASING DEPARTMENT
UNIVERSITY OF FLORIDA
ELMORE HALL, Room 102
PO Box 115250
GAINESVILLE, FL 32611-5250
Phone: (352) 392-1331



**UNIVERSITY OF
 FLORIDA**

REQUEST FOR PROPOSAL
Commodities

Acknowledgment Form

Page 1 of 18		PROPOSAL WILL BE OPENED: February 28, 2006 at 2:00 PM and may not be withdrawn within _____ days after such date and time.		PROPOSAL NO. RFP06MW-54
UNIVERSITY MAILING DATE: January 27, 2006		PURCHASING AGENT MAW/KJO	PROPOSAL TITLE: Concrete Artificial Reef Modular Units	
VENDOR NAME			Delivery will be _____ days ARO	
VENDOR MAILING ADDRESS			REASON FOR NOT SUBMITTING PROPOSAL	
CITY - STATE - ZIP CODE			POSTING OF PROPOSAL TABULATIONS	
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted electronically for review by interested parties at www.purchasing.ufl.edu and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. 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.		
	FAX NO.			
	WEB ADDRESS			
	EMAIL ADDRESS			

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

 AUTHORIZED SIGNATURE (MANUAL)

 NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposals not submitted on the attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF PROPOSAL: Proposal must contain an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. NO PROPOSAL: If not submitting a proposal, respond by returning only this vendor acknowledgment form, marking it "NO PROPOSAL", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour.

3. PROPOSAL OPENING: Shall be public, on the date, location and the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. A proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be posted electronically at www.purchasing.ufl.edu. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by the vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property. As defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the proposal award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, proposed prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.244 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. AWARDS: As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. When it is determined there is no competition to the lowest responsive vendor, evaluation of other proposals are not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions or specifications shall be directed in writing to the Purchasing Department. Inquiries must reference the date of proposal opening and the proposal number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. For protest of the specifications contained in the request for proposal, the notice shall be filed in writing within 72 hours after the receipt of the project plans and specifications or intended plans and specifications and the formal written protest shall be filed within 10 days after the date the notice of protest was filed. Any person who is affected adversely by the University's decision or intended decision shall file with the University a notice of protest in writing within 72 hours after the electronic posting of the proposal tabulation. The formal written protest shall be filed within 10 days after the date the notice of protest was filed. 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.

8. NOTICE OF PROPOSAL PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision shall post at the time of filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to: 10% of the estimated value of the protestor's proposal; 10% of the University's estimate of the total volume of the contract, or \$10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this proposal prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

10 LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a proposal, the vendor agrees not to use the results there from as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

15. FACILITIES: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal or the proposal level at the prices in this proposal. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the proposal. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this RFP or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this RFP or resulting contract, as applicable, shall govern in the following order of precedence: amendment, contract for services and addendum(s), addenda to request for proposal, special conditions, general conditions, specifications, request for proposal.

20. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by other appropriate testing facilities. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in proposal and/or purchase order may result in vendor being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor mailing list.

21. PUBLIC RECORDS: All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119, F.S.

22. PUBLIC RECORDS CANCELLATION: Any resulting contract may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with the contract.

23. AUDIT: Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews.

24. TRAVEL: Bills for any travel expenses must be submitted in accordance with Section 112.061, F.S. No travel expenses may be paid to, or for the benefit of, any individual, by the University, in excess of the amount permitted by Section 112.061, F.S. Any expenses in excess of the amounts prescribed by law shall be borne by the vendor.

NOTE; ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

REQUEST FOR PROPOSAL

Concrete Artificial Reef Modular Units

RFP06MW-54 Due February 28, 2006 at 2PM (EST)
Non-Mandatory Pre-Proposal Meeting February 10, 2006 at 1PM (EST)

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SECTION II

INTRODUCTION

The University of Florida's Department of Fisheries and Aquatic Sciences is seeking proposals for the fabrication, transportation, and deployment of 120 designed concrete artificial reef modular units (Pallet Reef Balls). The Pallet Reef Balls are 1.2 meters (4 feet) in diameter and 1 meter (3 feet) high, with holes providing access to the interior. Pallet Reef Balls will be built to specifications from the Reef Ball Development Group, LTD and the size of all access holes on a single reef ball will be held consistent. Four of these structures lowered to the sea floor will create patch reefs with approximate foot prints of 4 meters x 4 meters (4.4 yds x 4.4 yds) at 30 locations, each up to 200 meters from its nearest neighbor and placed at selected sites at a depth of approximately 12 meters (35 ft or about 6 fathoms) of water. These placements will occur within two designated areas of the Steinhatchee Fisheries Management Area, a 100 square mile triangle with its base located along the 30 ft depth contour and its western point located near the 50 ft depth contour about 20 nautical miles offshore of the Steinhatchee River. These patch reefs will be used to examine the effects of shelter size and availability on community composition. Following the conclusion of this scientific project, the locations will be published and used as the basis for a divers trail.

A maximum of \$48,000 is available for this project. The project must be completed by the close of the fiscal year, June 30, 2006.

BACKGROUND

The Steinhatchee Fisheries Management Area (SFMA) is a 100 square mile triangle that has been permitted for large scale experiments examining the effects of habitat enhancement on gag grouper. Phase I of this project has recently been completed and consists of 40 "sentinel" or monitoring artificial reefs placed several kilometers from their nearest neighbors at pre-selected locations in a line along the 10 fathom curve. These sentinel reefs will be monitored for a period of approximately two years. Following this baseline monitoring period, hundreds of additional artificial reef modules will be deployed within the SFMA to provide shelter for juvenile grouper moving out of the extensive sea grass beds of the Florida Big Bend. Within the SFMA there are also two areas consisting of a patchy hard-bottom habitat mosaic permitted for development as a divers trail. With cooperation of the Florida Fish and Wildlife Conservation Commission (FWCC) and Taylor County Florida Sea Grant Extension, the reefs that are to be deployed for the divers trail will be done in a manner that will also allow for rigorous scientific study.

This RFP addresses the fabrication, transportation and deployment of the Divers Trail reefs within the Steinhatchee FMA. The selected Contractor will fabricate, transport, and deploy thirty (30) patch reefs. Each patch reef will consist of four Pallet Reef Balls, and each patch reef will be up to 200 m from its nearest neighbor at specific pre-selected locations within the areas designated for the divers trail. There will be a total of 120 Reef Balls to deploy. There is no obligation by the University to continue to use the Contractor selected pursuant to this RFP for modules that will be deployed in the future.

SECTION III

STANDARD TERMS AND CONDITIONS

USE OF TERMS – The terms University of Florida, Purchasing and Disbursements Services, University of Florida Board of Trustees, University, and Department of Fisheries and Aquatic Sciences are used synonymously in this Request for Proposal unless otherwise indicated. The terms vendor, proposer, offeror, and contractor are used synonymously in this RFP unless otherwise indicated.

PRE-PROPOSAL CONFERENCE – A pre-proposal conference will be held on Friday, February 10, 2006 at 1 PM at the Department of Fisheries and Aquatic Sciences, 7922 NW 71st Street, Gainesville, FL. The purpose of this conference is to hear any and all questions arising from this Request for Proposal. Answers to any questions that might arise will be in a form of an addendum to the Request for Proposal, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

INQUIRIES – The University will not give verbal answers to inquiries regarding the specification, or verbal instructions prior to or after the award of the proposal. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Proposer accepting verbal direction. All changes, if necessary, shall be made by written addendum to the proposal.

Any explanation desired by Vendors must be requested of the University of Florida Purchasing and Disbursement Services in writing, and if an explanation is necessary, a reply shall be made in the form of addendum, a copy of which will be forwarded to each Vendor who has received a set of the proposal documents from the University. Vendors obtaining proposal documents from any other source must notify the University of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquires to Mary Ann Whitley at (352) 392-1331 or email at mwhitley@ufl.edu.

ERRORS – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Request for Proposal.

RFP INTERPRETATION – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.

REQUEST FOR PROPOSAL FORM – All proposals should be submitted on the University of Florida Request for Proposal Acknowledgement form with one (1) complete original proposal and three (3) complete photocopy in a sealed envelope, with the following information on the outside of the envelope: proposal number, date and time of proposal opening, and Company name in order to be considered in the award.

PROPOSAL DELIVERY – If this proposal will be mailed through the U.S. Postal Service as regular mail, address the proposal to PO Box 115250 as shown on the Request for Proposal Acknowledgement form.

Proposals mailed through the U.S. Postal Service will be considered responsive only if received by Purchasing and Disbursements Services at Elmore Hall by the opening date and time. It is the responsibility of the proposer to ensure proposals arrive on time. Any proposals received after the opening date and time will be sent back to the proposer unopened.

If a company representative plans to attend the proposal opening; if the proposal will be hand delivered; or if the proposal will be delivered by a service other than the U.S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service (UPS), Courier, U.S. Postal Express Mail,

etc., address the proposal to 102 Elmore Hall as shown on the Request for Proposal Acknowledgement form.

No department, school or office at the University has the authority to solicit or receive official proposals other than Purchasing and Disbursements Services.

Proposers may withdraw proposals at any time prior to the time and date set for the opening.

PROPOSAL MODIFICATION - Proposals submitted prior to the proposal opening date may be modified or withdrawn only by notice to the University. Such notice must be received by Purchasing and Disbursements Services at the address provided herein prior to the time designated for the opening of proposals. Vendor may change or withdraw the proposal at any time prior to proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal, and are received by Purchasing and Disbursements Services prior to the scheduled proposal opening time will be accepted. The proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope which is plainly marked "Modification of Proposal".

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposal provided that they are then fully in conformance with the requirements of the Request for Proposal (RFP).

VENDOR'S EXPENSE – All proposals submitted in response to the RFP must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Request for Proposal. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits. Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Fancy binding, colored display and promotional material are not desired. However, technical literature, drawings and pictures of proposed equipment should be included in the proposal. Emphasis in each proposal must be on completeness and clarity of contents. In order to expedite the evaluation of the proposals, it is essential that the Proposers follow the format and instructions contained herein.

PROPOSAL RESPONSE – To ensure that all proposals are fairly evaluated, it is mandatory that the Vendor's proposals follow the prescribed format. Failure to follow this requirement may result in the disqualification of your Proposal.

The complete proposal response to the RFP must include:

- a. The entire RFP. Do not alter the RFP in any way. Do not take it apart to use it in sections of your proposal. The entire RFP will become part of the final Agreement between Vendor and University.
- b. The legal name of the Vendor and a statement as to whether the Vendor is a sole proprietor, a partnership, corporation, or any other legal entity. The proposal shall be signed by a person or persons legally authorized to bind the Vendor to a contract. A proposal submitted by an agent shall have a current Power-of-Attorney attached certifying agent's authority to bind Vendor. The Vendor shall include a statement that is authorized to do business in the State of Florida.
- c. Any other attachments or offers not specifically covered under this RFP may be submitted separately, but not as part of this Request for Proposal.

PROPOSAL REJECTION – The University shall have the right to reject any or all Proposals and in particular to reject a Proposal not accompanied by required data or a Proposal in any way incomplete

or irregular including omission of pricing. **Conditional Proposals will not be accepted.**

PROPOSAL MATERIAL – The material submitted in response to the RFP becomes the property of the University upon delivery to Purchasing and Disbursements Services and is to be appended to any formal document which would further define or expand the contractual relationship between the University and the Vendor. All of the material will be considered as part of this RFP.

ECONOMY OF PRESENTATION – Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that the vendor follow the format and instructions contained herein.

ORAL PRESENTATION – Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Disbursements Services will do scheduling of these oral presentations.

OTHER PURCHASERS – With the consent and agreement of the successful proposer(s) purchases may be made under this RFP by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5) (f) 3 Florida Administrative Code.

OPEN COMPETITION – The University encourages free and open competition among vendors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Vendor's signature on the proposal guarantees that the prices quoted have been established without collusion with other vendors and without effort to preclude the University from obtaining the lowest possible competitive price. The Vendor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.

CONFIDENTIALITY – From the date of issuance of this RFP, until a proposal is made, the vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the University, unless permitted by Purchasing and Disbursements Services, in writing, for purposes of clarification only.

PERFORMANCE INVESTIGATIONS – As part of the proposal evaluation process, the University may make inquires and investigations, including verbal or written references from vendor's customers, to determine the ability of the vendor to offer service.

AWARD – Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this RFP will be awarded to the single best proposer or to none at all.

CONTRACT AWARD – Award shall be made to the responsive proposer whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the evaluation criteria section. Price, although a consideration, will not be the sole determining factor. There is no obligation on the part of the University to award a contract.

RIGHT TO TERMINATE – In the event that any of the provisions of a contract resulting from the proposal award are violated by the successful proposer, the University may serve written notice upon such proposer of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within thirty (30) days after serving such notice upon the proposer, such violation shall cease and satisfactory arrangements for correction are made, the

contract shall, upon expiration of said thirty (30) days, cease and terminate, but the liability of such proposer and his surety for any and all such violation(s) shall not be affected by any such termination.

AVAILABILITY OF FUNDS – The State of Florida’s and the University’s performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.

AS SPECIFIED - A purchase order will be issued to the successful proposer with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned to the vendor, at no expense to the University, and vendor will be required to deliver items meeting specifications or be held in default in accordance with General Condition #20 of this proposal.

DELIVERY - Delivery time is of the essence in the award of this Request for Proposal. Vendors must take this into consideration when preparing their proposals. Delivery is constituted by proper placement on the seafloor. Delivery shall be completed no later than June 30, 2006. The University reserves the right to reject proposals, which cannot comply with the delivery requirement.

ASSEMBLY AND/OR PLACEMENT - It will be the responsibility of the successful proposer to supply the necessary labor and materials for the placement of all equipment as specified in the Request for Proposal and assure proper adjustment and satisfactory operation of all features prior to acceptance by the University.

DEBRIS - Successful proposer shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.

QUALIFICATIONS OF PROPOSERS - This proposal will be awarded only to a responsible proposer qualified by experience to provide the work specified.

If the proposer has not been pre-qualified with University Purchasing within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:

- A. Evidence that proposer is licensed by the appropriate government agency to perform the work specified.
- B. Experience record showing proposer's training and experience in similar work.
- C. List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. List should include names of contracts, dates of contracts, location, and names and addresses of owners.

VENDOR WARRANTY OF ABILITY TO PERFORM – Vendor warrants that there is no action suit, proceeding, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending, or to the best of the Vendor’s knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Vendor’s obligations or diminish the Vendor’s obligations or diminish the Vendor’s financial ability to perform the terms of the proposed contract.

INDEPENDENT CONTRACTOR – Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Vendor the agent or representative of the University for any purposes in any manner whatsoever. Vendor is, and shall remain, an independent contractor with respect to all services performed under a contract resulting from the proposal award. In no event shall the Vendor be considered or represent himself/herself as an agent or employee of the University of Florida. Vendor is solely responsible for

the maintenance of its' records and for the payment to the appropriate government authority of all applicable withholding, unemployment, and social security taxes as well as all other taxes or impositions.

WARRANTY - The successful proposer shall fully warrant all equipment furnished against defect in materials and/or workmanship for a period of 1 year from date of delivery and acceptance by the University. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful proposer shall repair or replace same at no cost to the University immediately upon written notice from, University Purchasing. The successful proposer will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the proposer, such as misuse or neglect by the University, acts of God, fires, floods, and hurricanes. Warranties under Chapter 672, Florida Statutes are not waived absent written agreement signed by an authorized individual at the University.

INSPECTION AND TESTING OF MATERIALS - The materials, patterns, fabricated members, and assembled or partially assembled items may be inspected at the factory, or elsewhere, by a representative of the University at any time during the process of manufacture or until final delivery and acceptance, to determine whether or not there is compliance with the requirements of these specifications. Approval prior to the time of final acceptance shall not preclude rejection of delivered items which do not satisfy these specifications.

EQUAL OPPORTUNITY STATEMENT – The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, martial status or religion. To be considered for inclusion as a supplier under this agreement, the proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each other placed against this agreement regardless of value.
- B. If the proposer expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- C. If the proposer expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the proposer expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the proposer, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate_____

CONTRACTOR'S LIABILITY INSURANCE - The Contractor shall purchase from and maintain with a company or companies lawfully authorized to do business in Florida such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall provide the ISO Commercial General Liability policy for general liability coverages. All liability policies shall provide that the University is a named additional insured as to the operations of the Contractor under

the University-Contractor Agreement and shall provide the Severability of Insureds Provision. The University shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance. This insurance shall protect the Contractor from the following claims:

- A. Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
- D. Claims for damages insured by usual personal injury liability coverage including claims which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- G. Claims involving contractual liability insurance applicable to the Contractor's obligations in the A.I.A. General Conditions.

The required Contractor's Liability Insurance shall be written for limits of not less than \$100,000 per person, \$300,000 per occurrence. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of work until date of final payment and termination of any coverage required to be maintained after final payment. The required insurance shall include contractual liability insurance applicable to the contractor's obligations in the A.I.A. General Conditions, and coverage for the "XCU" exposure.

Worker's Compensation - The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

Automobile Liability - The Contractor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$300,000.00 per occurrence.

Certificates of Insurance - The Contractor shall file with the University Certificates of Insurance acceptable to the University prior to the commencement of work. These Certificates and the insurance policies which are required shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the University. If any of the foregoing insurance coverages are required to remain in force after final payment an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2, A.I.A. General Conditions. The Contractor shall furnish one copy of the Certificate of Insurance which shall be dated and show the name of the insured Contractor, the specific job by name and job number, the name of the insurer,

and the number of the policy, its effective date, and its termination date.

Property Insurance - The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in Florida, property insurance, written on a Builder's Risk completed value form, in the amount of the initial contract sum, as well as, subsequent modifications for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the A.I.A. General Conditions or until no person or entity other than the University has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the University, the Contractor, and Sub-contractors in the work.

Property insurance shall be on a Special Causes of Loss form or its equivalent, including reasonable compensation for Architect/Engineer's services and expenses required as a result of such insured loss. The Contractor shall purchase and maintain the Building Ordinance Endorsement.

If the property insurance provides deductibles the Contractor shall pay costs not covered because of such deductibles.

Before an exposure to loss may occur, the Contractor shall file with the University a copy of each policy that includes the required Property Insurance coverages. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the University.

A loss insured under property insurance shall be adjusted by the University as fiduciary and made payable to the University as fiduciary for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors in similar manner.

The University as fiduciary shall, upon occurrence of an insured loss, deposit in a separate account proceeds so received, which the University shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an award based on a resolution of a matter in dispute, in which case the procedure shall be as provided in the A.I.A. General Conditions. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

PROTECTION OF PROPERTY – The successful proposer shall at all time guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

OSHA REGULATIONS – It is the responsibility of the contractor to insure that ALL OSHA regulations applying to this job are adhered to at all times.

PRISON REHABILITATIVE INDUSTRIES – It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions

of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone Rd, Suite G, Tallahassee, FL 32301.

PUBLIC ENTITY CRIME – A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a “person” or “affiliate” includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 Florida Administrative Code).

FEDERAL DEBARMENT – By signing this proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

DISCRIMINATION – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

MINORITY BUSINESS ENTERPRISE – The University of Florida is an equal opportunity institution and, as such, encourages the use of Minority Business Enterprises (MBE’s) in the provision of construction related services. MBE’s should have a fair and equal opportunity to compete for dollars spent by the University of Florida to procure construction-related services. Competition ensures that prices are competitive and a broad vendor base is available. For questions regarding the University’s MBE policy and MBE opportunities contact Faylene Welcome, Director of Small Business and Vendor Diversity, (352) 392-1331.

AMERICANS WITH DISABILITY ACT OF 1990 – If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Karen Olitsky, (352) 392-1331 or email at kolitsk@ufl.edu, three business days prior to either pre-proposal meeting or proposal opening.

GOVERNING LAW AND VENUE - The contract resulting from the proposal award, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. University and Vendor hereby agree that venue shall be in Alachua County, Florida.

NOTICES – All notices and all other matters pertaining to the contract resulting from the proposal award requiring delivery to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Postal Service, return receipt requested, and shall be deemed to have been duly given when received by the addressee at the following address:

Mary Ann Whitley, C.P.M.

Purchasing and Disbursements Services

PO Box 115250

Gainesville, FL 32611-5250

SECTION IV

SPECIFICATIONS AND SCOPE OF WORK

Artificial Reef Unit Construction Design Requirement

This project has a requirement for the specific fabrication of Pallet Reef Balls with holes of a specified size on individual Reef Balls. The controlled size of these holes will restrict fish access to the interior shelter based on fish size and species. This project also has the requirement for precise placement of the Pallet Reef Balls on the bottom, in regards to both the distance between individual Reef Balls within a patch of four and also to avoid disturbing live bottom within the patchy habitat mosaic. All of these factors are important to meet the demands of rigorous scientific experimentation and permit requirements.

Design Specifications

1. Pallet Reef Balls must be built to specifications from the Reef Ball Development Group, LTD and the size of the holes on a single reef ball must be held constant. There will be 48 Pallet Reef Balls with no holes (except those necessary to the design to maintain stability), 36 Pallet Reef Balls with small holes (e.g., 10 cm), and 36 Pallet Reef Balls with large holes (e.g., 40 cm). These individual Pallet Reef Balls will be deployed in the following manner: six patches of four Pallet Reef Balls with no holes (Figure 1a), six patches of four Pallet Reef Balls with small holes (Figure 1b), six patches of four Pallet Reef Balls with large holes (Figure 1c), six patches of four Pallet Reef Balls with two having no holes and two having small holes (Figure 1d), and six patches of four Pallet Reef Balls with two having no holes and two having large holes (Figure 1e). Note - Figures are for illustrative purposes and are drawn not to scale. Each patch will consist of a square configuration with a Pallet Reef Ball on each corner (spaced approximately 1.5 m edge to edge, Figure 1f).
2. The Pallet Reef Balls must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). No end-of-day waste concrete may be used in the fabrication process.
3. The Pallet Reef Balls shall have a minimum of two weeks curing time after the concrete is poured, prior to deployment

General Artificial Reef Deployment and Staging Requirements

1. All Proposals must be of a "turn-key" nature covering fabrication, staging, transportation and deployment of 120 concrete Pallet Reef Balls deployed four balls per patch reef with each of 30 patch reefs spaced approximately 200 meters from its nearest neighbor at locations to be selected by the University of Florida. These patch reefs will be placed at a depth of about 6 fathoms (approximately 35 feet) in two designated areas in the Steinhatchee Fisheries Management Area permitted by the U.S. Army Corps of Engineers (#200204178 (IP-LCP). Oversight will be by University of Florida personnel, authorizing transportation and supervision of placement of all patch reefs.
2. The four Pallet Reef Balls comprising each of the 30 evaluation patch reefs will be lowered to the sea floor in a controlled manner by a crane and cable system such that the Reef Balls are positioned upright together and each Reef Ball is separated from its nearest neighbor by a standard space of approximately 1.5 meter edge to edge. The four Reef Balls shall be placed in an upright position on the bottom. Deployment capability must be possible in a maximum water depth of 50 feet and be precise enough to avoid disturbance to hard-bottom habitat within as little as 5 meter from the placement site (e.g. within a sand patch of 15

meters diameter). The deploying vessel must be able to maintain position in close proximity to a pre-set buoy marking the deployment location. Anchoring is not required.

Liability

The awarded Contractor shall be responsible for expenses, costs and liability resulting from the project. Payments to project participants and subcontractors secured by the awarded Contractor will be the sole responsibility of the awarded Contractor. The awarded Contractor shall not hold the University of Florida responsible for any liability incurred as part of the project.

SECTION V

EVALUATION CRITERIA

The University reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the University. Minor irregularities are defined as those that have no adverse effect on the University's interest and shall not affect the outcome of the selection process by giving any one Proposer an advantage or benefit not enjoyed by other Proposers. The University also reserves the right to reject all proposals.

A committee composed of at least three (3) representatives from the University of Florida's Department of Fisheries and Aquatic Sciences shall evaluate the proposals.

SELECTION CRITERIA/PROPOSAL FORMAT

The following is the proposal format to be submitted to the University of Florida Purchasing and Disbursement Services, noted on the Request for Proposal Acknowledgement form. The Proposal may be considered non-responsive and rejected if the format is not as specified. The original and three (3) copies of each proposal shall be submitted in the following format. Up to 100 points shall be awarded based on the categories outlined below. Top ranked applicants may be invited to present their proposals to the Selection Committee. Projects will be ranked at a meeting of the Selection Committee for final award based on available funding.

Proposal

The Proposer shall develop as part of the proposal, in draft form, a detailed project plan for the fabrication, staging, transport and deployment of the Pallet Reef Balls described in the Scope of Work. The Proposal must provide as part of the proposed project plan the following:

1. Available Resources- Total 25 Point Value

Describe the resources available to successfully complete fabrication, transportation, and deployment of the Pallet Reef Balls. This information will include but not be limited to: 1) detailed fabrication procedures and material specifications of the Pallet Reef Ball units to be used; 2) a production schedule; 3.) the staging area where the Reef Balls will be kept and made available for inspection prior to deployment; 4) the specifications (load capacity, number of Pallet Reef Balls vessel can haul, vessel type, etc) of the vessel/barge that will deploy the material, and the port(s) the deploying vessel will be operating from; 5) crane type and lifting capacity involved in lifting and lowering materials;6) description of the quick release mechanism on the cable; 7) a description of the lifting device and methods that will be used to maintain a standard spacing within a four Reef Ball patch and to avoid disturbing nearby live bottom; 8) the maximum water depth the crane will be capable of lowering materials to the bottom in under working-at sea conditions.

2. Task Plan – Total 20 Point Value

Describe the step-by step tasks of procuring, fabricating, loading, moving, transporting, handling and deploying the selected units from the time the units are built to the time they are placed on the bottom. Describe any coordination required with subcontractors. Describe coordination with University of Florida Department of Fisheries and Aquatic Sciences staff who will be mandatory observers, directing placement of all materials. University emphasis will be placed on how the project will be administered to ensure that resources and participants will be acquired and coordinated in order to efficiently and effectively implement and carry out the described task plan. The Proposer in the task plan should clearly demonstrate the logistical feasibility of achieving the project objectives.

3. Schedule of Operations- Total 15 Point Value

a) Provide the total number of estimated days at sea and associated vessel loading days that will be required to complete the project; b) provide the number of estimated days required to manufacture the units (if not already manufactured), and c) provide a schedule factoring in weather, availability of equipment, materials and other commitments commencing from the anticipated date of award of the proposal to estimated completion of the operation (on or before June 30, 2006).

4. Prior Experience, Qualifications and Understanding - Total 25 Point Value

The Proposer shall describe his or her qualifications to demonstrate the ability to implement and administer the construction of the Steinhatchee FMA project he or she is proposing on. The Proposer must provide the following information: a) reference names, addresses and phone numbers of clients for whom he/she has performed similar artificial reef projects; b) number of years of involvement in artificial reef construction projects and the number of artificial reef construction projects successfully completed. University emphasis will be placed on the Proposer's hands-on practical experience with artificial reefs, including the extent and type of experience referenced and references provided. Additional consideration will be given to the Proposer's demonstrated level of understanding of the Florida Fish and Wildlife Conservation Commission's artificial reef program and its goals and objectives including those of this Steinhatchee FMA project, and an understanding of the artificial reef program research conducted off the Florida Big Bend by the University of Florida over the last 15 years.

5. Reef Unit Prices and Fee Schedule – Total 15 Point Value

Provide the price per each four Pallet Reef Balls patch reef lowered to the sea bottom in approximately 35 feet depth based on the four cube patch reef unit deployments of 30 patch reefs placed approximately 200 meters apart. Provide a proposed schedule for payment based upon deliverables (patch reefs on the bottom at designated locations in the presence of University designated observers). Provide a proposed schedule of payment not to be more frequently than monthly. The Selection Committee will give a higher priority in this category to those proposals that are most cost effective and still realistically meet project objectives.

TOTAL POSSIBLE SCORE: 100 POINTS

SECTION VI

PRICE PAGE

Option A

Reef Materials Cost:

Four- Pallet Reef Ball patch reef \$_____price per each x 30 = \$ _____Total Reef Materials Cost

Transport and Placement Cost:

Four- Pallet Reef Ball artificial reef; patch reef that includes the handling, transport, and placement of each four- Pallet Reef Ball patch reef on the bottom in the Steinhatchee FMA evaluation reef corridor.
_____\$ _____price per each x 30 = \$_____Total Transport and Placement Cost

\$48,000.00 MAXIMUM is available for the project in its entirety.

Option B

Reef Materials Cost:

Four- Pallet Reef Ball patch reef \$_____price per each

Transport and Placement Cost:

Four- Pallet Reef Ball artificial reef; patch reef that includes the handling, transport, and placement of each four- Pallet Reef Ball patch reef on the bottom in the Steinhatchee FMA evaluation reef corridor.
\$_____price per each.

\$48,000.00 MAXIMUM is available for the project in its entirety.

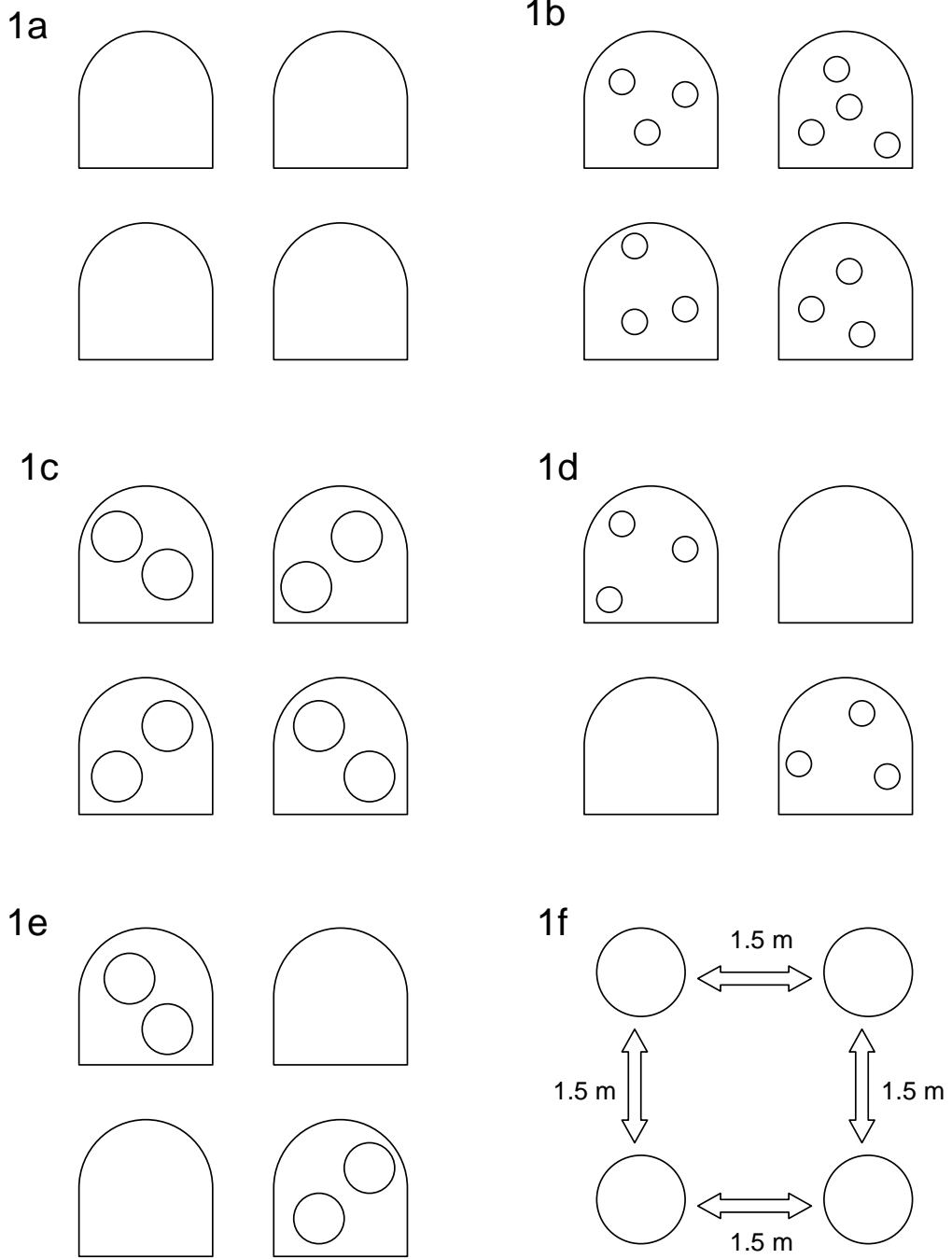


Figure 1. Illustration of Pallet Reef Ball patch configurations