



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

REQUEST FOR PROPOSAL

FWC 13/14-94

UPLAND INVASIVE PLANT CONTROL SERVICES

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620 S. Meridian Street, Room 364

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Tallahassee, FL 32399

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E-mail: linda.king@myfwc.com

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
13/14-94

UPLAND INVASIVE PLANT CONTROL SERVICES
RESPONDENT ACKNOWLEDGMENT FORM

Contractor Name: _____

Contractor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

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 acknowledgement for the respondent. I further hereby affirm and attest that the company represented in the RFP response shall maintain the minimum requirements for experience and abilities including possession of any equipment and vehicles as specified herein throughout the life of any contract resulting from this solicitation.

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT RFP RESPONSE TO:

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, ROOM 364
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600
PHONE: (850) 488-3427**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 13/14-94

REQUEST FOR PROPOSAL CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	April 7, 2014	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Bid Conference	April 18, 2014 1:00p.m.	See Pre-Bid Conference Clause
Deadline for Questions	Must be received PRIOR to: April 28, 2014 @ 5:00 p.m.	See Deadline for Questions Clause
SEALED RESPONSES DUE (REMEMBER: Bid Number must be clearly marked on envelope)	Must be received PRIOR to: May 12, 2014 @5:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
BIDS OPENED	May 13, 2014 @ 2:00 PM	620 S. Meridian St., Room 272 Tallahassee, Florida 32399-1600
Evaluation Period	May 13 to June 9, 2014	Florida Fish & Wildlife Conservation Commission
Anticipated Award Date	June 23, 2014	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
FWC 13/14-94

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 major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

PURPOSE

The intent of this RFP is to obtain competitive proposals for all aspects of the control of terrestrial invasive exotic plants on public conservation land, or other applicable land, within the State of Florida, per the specifications contained herein. Upland Invasive exotic plant control services will be provided by the selected contractor(s) on a Purchase Order basis. **No minimum amount of work is guaranteed under this RFP. Awards will be made regionally in accordance with the specifications herein. Contractors are not required to respond for all regions.**

TERM

The contract will be effective from the date of award to June 30, 2017.

Each project shall be completed by the contractor by the Completion Date stated on the purchase order. 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 the FWC Purchasing Office, upon review of the extension request, will determine and approve whether the extension can be made.

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, Florida Statutes, the renewal of any contract resulting from this solicitation is limited to an escalation of 5% annually or the annual Consumer Price Index for All Urban Consumers (CPI-U) index whichever is lower.

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.

TERMS AND CONDITIONS

PUR1001 and PUR1000 are hereby incorporated by reference. The following terms 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, 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 the following attachments and appendix are hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation, the attachments and appendix.

Certifications and Assurances – Attachment A
Cost Sheet- Attachment B
References Form- Attachment C
Experience Form – Attachment D
Response Table- Attachment E

Evaluation Criteria – Appendix I
Certification of Work Completion – Appendix II
Weekly Progress Reports – Appendix III
Contractor Region Map – Appendix IV
Partial Payment Form – Appendix V
Evaluation Questionnaire (References) – Appendix VI

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.

PRE-BID CONFERENCE

The Commission strongly recommends attendance at this pre-bid conference. The pre-bid conference will be held at the location and facility shown below on the date and time specified in the Calendar of Events (Page 2). The purpose of the pre-bid conference is to discuss the contents of this RFP and to accept verbal questions from contractors concerning the proposed work. The FWC will make a reasonable effort to answer verbal questions asked at the pre-bid conference, however, contractors should clearly understand that verbal discussions held at the pre-bid conference shall not be binding on the FWC, and the FWC will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

The location for the Pre-Bid Conference is the University of Florida's Plant Science Research and Education Unit, which is located at:

2556 West Highway 318
Citra, Florida 32113
Phone: (352) 591-2678

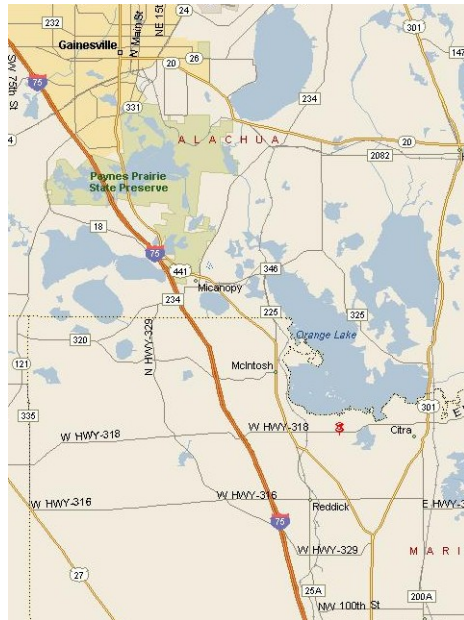
Directions

From I-75

Exit I-75 at exit #368 (W Hwy 318). Head east on Hwy 318. After approximately 5 miles, you will cross over 441. Keep heading east for approximately 2.5 miles. The Plant Science Unit is on the right.

From Hwy 441

Where 441 and W Hwy 318 intersect, turn east onto W Hwy 318. The Plant Science Unit is approximately 2.5 miles east from the intersection on the right.



Contact person for Pre-Bid Conference:
Florida Fish & Wildlife Conservation Commission
Linda King, Project Manager
3900 Commonwealth Blvd.
Tallahassee, FL 32399
Telephone: (850) 617-9425
E-mail: linda.king@myfwc.com

DEADLINE FOR QUESTIONS

Any questions from contractors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the Calendar of Events (Page 3). Questions may be sent via e-mail, hard copy by mail, or facsimile. 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 Bid System internet site at the following address: http://vbs.dms.state.fl.us/vbs/main_menu

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Sharita Newman, Procurement Manager
620 South Meridian Street, Room 364
Tallahassee, Florida 32399-1600
850-488-3427
E-mail: sharita.newman@myfwc.com

LIMITATION ON CONTRACTOR 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, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement

manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PROPOSAL OPENING LOCATION

The public opening of this RFP will be conducted as specified in the Calendar of Events, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Room 364, 620 South Meridian Street, Tallahassee, Florida, 32399-1600. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the opening.

MAILING INSTRUCTIONS

The Contractor shall submit an original and five (5) separate electronic copies of their proposal to the address listed on page two (2). All proposals must be submitted by the proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked **"UPLANDS PROGRAM, RFP NUMBER FWC 13/14-94."** **The sealed envelope or box shall include the opening date and time, and the Contractor's return address.**

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory Form) –In order for a potential proposer's response to be valid, the proposer shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the proposer hereby states that the proposer has read all RFP 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 proposer will provide the Commission under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB B. References Form (Mandatory Form) –The Proposer shall complete and submit the References Form enclosed herein, to provide a minimum of five (four references and one alternate) references for projects completed on public or non-profit conservation land. Current contact names, phone numbers, and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal. The References Form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected. The score will be based on reaching four of the five clients. There is a total of 60 points (15 points per reference) available from this form to accrue toward the Contractor's final score.

TAB C. Experience Form (Mandatory Form) –The Proposer shall complete and submit the Experience Form, enclosed herein, which shall include (a) a list of Proposer's experience controlling invasive plants on conservation land in Florida over the past three years, (b) a description of up to three species treated and treatment methodologies used, and (c) the total project(s) acreage.

List each conservation land one time on the Experience Form and the total number of acres treated in that conservation land. State Forest Example: The State Forest contains 100 acres in five management units. Your company has treated unit 1 in one of the three years. Your company retreated unit 1 and also treats unit 2 in a subsequent year. You may only count the unit 1 acres once, but you would add the units for 1 and 2 together for the total number of acres treated. You can only claim the treatment of a conservation land once.

The Experience Form shall be completed in its entirety, and returned as part of the RFP response, or the response shall be rejected. There is a total of 135 points available from this form to accrue toward the Contractor's final score.

TAB D. Evaluation Criteria

A. Response Table:

Upland Invasive Plant Expertise: competence, technical ability, and experienced personnel,

Field operations,

Ability to meet deadlines;

B. Previous work on Public Conservation Lands: experience;

C. Quality of related work experience: references.

TAB E. Cost Analysis (Mandatory Submission) –The Proposer shall complete and submit the enclosed Cost Analysis form. For the purpose of this RFP, cost analysis will be based upon “Loaded Ceiling Price per Acre,” which shall include highest expected price per acre for Region 5, Regions 3 & 4, and Regions 1 & 2. Prices shall include, but not be limited to, benefit costs, insurance costs, fuel costs, equipment costs (trucks, trailers, airboats, buggies, ATVs, communication equipment, sprayers, GPS units, machetes), safety equipment and any other component to complete a project calculated by the Contractor; taking into account future price increases and fluctuations.

The Cost Analysis form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected.

This cost analysis is award criteria for the RFP Contractor selection. Subsequent to awarding the RFP, RFQs will be initiated for 50-150 individual and unique project sites and quotes will be obtained on a fixed unit rate per project. The Loaded Price per Acre submitted in this RFP is the highest expected “ceiling rate” per acre and no subsequent RFQ shall exceed the rates established in this RFP.

TAB F. Addenda Forms (if applicable)

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

NOTE: The COMMISSION shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a proposal may be considered. Proposals received after the opening date and time shall be returned to the contractor. The COMMISSION does not accept faxed or electronically mailed proposals, and if a faxed or electronic mailed proposal is received, it will be automatically rejected as non-responsive.

CONTRACTORS' INQUIRIES

If the RFP specifications could restrict potential Contractor competition, the Contractor may request in writing, to the Commission, that the specifications be changed prior to submission of the RFP. The Commission shall determine what changes to the RFP are acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the changes to this RFP, which shall be posted to the Vendor Bid System, internet site: http://vbs.dms.state.fl.us/vbs/main_menu. Said specifications shall be considered as the Commission's minimum mandatory requirements. Also, the Commission shall recognize only communications from Contractors, which are signed, by the Contractor and in writing as duly authorized expressions on behalf of the Contractor.

FWC CONTRACT MANAGER

The FWC employee identified below is designated as Contract Manager and 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, the Certificates of Partial Payment requests, and the Certificate of Contract Completion form
- maintain an official record of all correspondence between the Commission and the contractor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

The FWC Contract Manager is:

Florida Fish & Wildlife Conservation Commission

Ruark Cleary, Contract Manager

3900 Commonwealth Blvd.

Tallahassee, FL 32399

Telephone: (850) 617-9427

E-mail: Ruark.Cleary@myfwc.com

SELECTION AND EVALUATION OF PROPOSALS

Evaluation Committee

The Commission will appoint a committee consisting of at least three (3) members, who will include staff from multiple Sections and from outside agencies, as deemed necessary, with the expertise appropriate for the evaluation of all technical aspects of the project. Copies of proposals submitted by the respondent (as required on the cover page of this solicitation) will be distributed to the evaluation committee members who will rely on the contents for scoring purposes. If the respondent fails to ensure that each copy is identical, scoring may be negatively impacted. Committee members will independently score the written proposals based on the merit of each proposal, as determined by the committee members, to meet the requirements stated in the solicitation.

The following numerical ratings and descriptions will be used by each committee member to determine the numerical score (1 to 5). Evaluation standards are set forth as follows:

Technical Category

Score	Description	Definition
5	Excellent	Proposal demonstrates excellent understanding of requirements and outstanding approach that significantly exceeds minimum performance or capability standards for this project. Proposed staff has exceptional strengths that provide a high probability of satisfying the Commission's requirements.
4	Very Good	Proposal demonstrates very good understanding of requirements and strong approach that exceeds minimum performance or capability standards for this project. Proposed staff has significant strengths and strong probability of satisfying the Commission's requirements.
3	Good	Proposal demonstrates good understanding of requirements and solid approach that exceeds minimum performance or capability standards for this project. Proposed staff has one or more strengths and good probability of satisfying the Commission's requirements.
2	Satisfactory	Proposal demonstrates acceptable understanding of requirements and satisfactory approach that meet minimum performance or capability standards for this project. Proposed staff has acceptable qualifications/experience to meet Commission's requirements.
1	Marginal	Proposal demonstrates shallow understanding of requirements with an approach and/or proposed that only marginally satisfies minimum performance or capability standards necessary to meet Commission's needs.

Evaluation Criteria (Appendix I)

- Upland Invasive Plant Expertise: competence, technical ability, and experienced personnel
- Ability to Complete Assigned Projects

- c. Field Operations
- d. Quality of related work experience: references
- e. Previous work on Public Conservation Lands
- f. Cost

Evaluation Process

Scoring criteria will be applied to regional awards (see cost sheet).

1. Each evaluation committee member’s total score for each Proposer will be averaged with all other evaluators’ scores to determine the experience score for each Proposer. References and cost scores will be determined by the Commission, and then added to the experience score for a final total score. No proposal that scores less than a minimum of 94 (out of a total 355) points shall receive a contract award under this RFP.
2. Pricing Evaluation. Prices submitted for each Region will be proportionally scored based on comparison to all other prices submitted for that region. The 50 points for pricing will be allocated in 20% increments in comparison to all other prices submitted for that region creating 5 percentiles for pricing.

Competitive Range Of Prices Submitted Per Region

Percentile of Competitive Price Submission Lowest to Highest	Pricing Points Awarded
Lowest Price 1% to 20%	50 points
21% to 40%	40 points
41% to 60%	30 points
61% to 80%	20 points
Highest Price 81% to 100%	10 points

3. The Commission reserves the right to reject any and/or all proposals that fail to respond to any of the categories listed in the Proposal of this RFP or which fail to meet the other mandatory requirements or contractual requirements stated in this RFP.
4. The Commission also reserves the right to waive minor irregularities in proposals, providing such action be in the best interest of the State. Minor irregularities are defined as those that have no adverse effect on the State's interest and shall not affect the outcome of the selection process by giving any one Vendor an advantage or benefit not enjoyed by other Vendors. The Commission also reserves the right to reject all proposals at any time.
5. The Commission reserves the right to select the proposals in accordance with the evaluation criteria. ***The lowest cost is not the sole criterion for recommending contract awards.***

ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Contractor’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 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 Contractors follow the format and instructions contained herein. All costs associated with preparing a response to this RFP is the sole responsibility of the respondent.

POSTING OF PROPOSAL TABULATION

Proposal Tabulation, with recommended award, will be posted for review by interested parties on the Vendor Bid System’s internet site (http://vbs.dms.state.fl.us/vbs/main_menu) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which

does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statutes.

Failure to file a protest within time prescribed in Section 120.57 (3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, F. S. Either failure to file a notice of protest or failure to file a petition will constitute such waiver.

CONTRACT

This RFP, any Purchase Order, and the successful proposer's response to this RFP including quotations for specific projects 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 the Purchase Order then the RFP response and any quotation for specific projects. The Commission reserves the right to revise the Purchase Order as necessary to meet the requirements of this RFP.

VERBAL INSTRUCTION PROCEDURE

Contractors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Contractor 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.

ADDENDUMS

If the COMMISSION finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the RFP period an addendum shall be posted on the Vendor Bid System internet site: http://vbs.dms.state.fl.us/vbs/main_menu. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized contractor representative, dated, and returned to the COMMISSION prior to the opening date and time specified in the Calendar of Events. Each contractor is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement.

NOTICE TO PROCEED

The successful respondent shall not initiate work under this contract until the required Insurance has been received by the Commission. The respondent may begin work once it has received an official written Notice to Proceed from the Project Manager.

CERTIFICATE OF WORK COMPLETION

The Site Manager or the Project Manager shall conduct an inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work under a specific purchase order, the Contractor shall send the Contract Manager a signed Certificate of Work Completion (Appendix II) with the Contractor's invoice for payment.

Contractor Performance. The Contractor shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission 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 Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects totally perform the requirements and the integrity and reliability that will assure good-faith performance as a

responsible Contractor. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event Contractor's ability to perform under this Contract becomes compromised.

Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report. Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488-3427 will assist with questions and answers.

Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by 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 Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

FINANCIAL CONSEQUENCES

In accordance with Section 287.058(1)(h), F.S., the Scope of Work, contains clearly defined deliverables. If Contractor fails to produce each deliverable within the timeframe specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from Contractor's payment. The Commission shall apply any additional financial consequences identified in the Scope of Work.

Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

PERMITTING

Permitting for this project, if needed, is the responsibility of the contractor. A copy of all permits will be 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.

LICENSURE

The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request.

INSURANCE REQUIREMENTS

Reasonably Associated Insurance. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. Unless otherwise specified, the Commission shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The Commission shall also be identified as the certificate holder on all certificates of insurance.

Other Insurance Recommended. During the Contract term, Contractor shall maintain any other types and forms of insurance related to the performance of this Contract. Contractor is advised to seek specialized coverage, as appropriate to the work being performed, such as, but not limited to, aviation, pollution, and environmental impairment liability.

Written Verification of Insurance. Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the effective date of the Task Assignment, 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 expires or is cancelled by the insurer for any reason, 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. Copies are acceptable and can be faxed to (850) 921-2500.

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 Contractor providing such insurance.

DAMAGES TO PUBLIC PROPERTY

Any damages to public property (i.e. structures, roads, culverts, fences, trees, or other natural resources etc.) 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 Project Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

SUBCONTRACTS

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in

accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. 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 provided to the Commission at least 30 days prior to the start of any work under this Contract. The Commission may adjust the 30 day requirement at its Discretion. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. 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.

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor 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 Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent 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 (15) percent of the outstanding balance due.

Commission Right to Reject Subcontractor Employees. The Commission shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

Subcontractor as Independent Contractor. 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.

TERMINATION

Commission Unilateral Termination. The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. Contractor shall not be entitled to recover any cancellation charges or lost profits.

Termination – Fraud or Willful Misconduct. This Contract 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 Contractor with written notice of termination.

Termination - Funds Unavailability. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours notice in writing to 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 Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

Termination – Other. The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences 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 Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

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 Contract, 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.

FAMILIARITY WITH LAWS

The Contractor is required to be familiar with all Federal, 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 him or her from responsibility.

ELIGIBILITY

The Contractor shall be licensed as necessary to perform under this contract 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 contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible contractor, and that the Contractor shall comport with Chapter 287, F.S., 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 Contract.

RELATIONSHIP OF THE PARTIES

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.

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

Commission Security. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by 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 Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

Commission Rights to Undertake or Award Supplemental Contracts. Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

PROHIBITION OF UNAUTHORIZED ALIENS

In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

EMPLOYMENT ELIGIBILITY VERIFICATION

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require 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 Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

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 after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

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 (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

NON-DISCRIMINATION

Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the 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. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the 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.

Notice of Conviction of Public Entity Crime. Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

Certifications and Assurances. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment A. This includes the Certification Regarding Public Entity Crimes.

CONTRACT RELATED PROCUREMENT

PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract 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 contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract 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 contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be

substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials that are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

INDEMNIFICATION

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

FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

Contractor Federal Certification. In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign, and return to the Commission's Contract Manager a completed copy of Attachment A, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

COMMITMENT OF FUNDS

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

CERTIFICATE OF WORK COMPLETION

The Project Manager or the Site Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Contract Manager a notarized Certificate of Work Completion (Appendix II) and the contract shall be deemed completed upon the issuance date of such Certificate.

PAYMENT OF FUNDS

The Commission shall pay the Contractor for satisfactory goods or services upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. An original invoice and supporting documentation shall be submitted to the Commission. The Commission shall not provide

advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Accounting Office.

Electronic Funds Transfer (EFT)

The State of Florida can deposit contractor payments directly into your bank account. Contractors can register for EFT at http://www.myfloridacfo.com/aadir/directdeposit_web/Vendors.htm. *Note:* Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

Automated Clearing House (ACH)

To make transaction fee payments, contractors can register for debit ACH by downloading the form from http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. *Note:* Registering for ACH can take up to 14 days.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 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 set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

MYFLORIDAMARKETPLACE

In accordance with Rule 60A-1.030 of the Florida Administrative Code (F.A.C.), each contractor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

Transaction Fee. Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Transaction Fee Credits. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any items(s) if such items(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a bid, 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 bid, 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://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/>.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16) F.S., other State of Florida agencies may purchase from the resulting contract of this Invitation to Bid, 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 Invitation to Bid contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

This Contract may be unilaterally canceled 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, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

Pursuant to Section 119.0701, F.S., the Contractor shall comply with the following:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must

be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

RECORD KEEPING REQUIREMENTS

Contractor Responsibilities. 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 Contract, in accordance with generally accepted accounting principles.

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 Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract 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: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets, or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

INTELLECTUAL PROPERTY RIGHTS

Contractor's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the Contractor's preexisting property will remain with the Contractor. If 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 or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor. If Contractor is not a state agency or subdivision as defined above, 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 Contractor.

Proceeds Related to Intellectual Property Rights. Proceeds derived from the sale, licensing, marketing, or other authorization related to any intellectual property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable state statute.

Commission Intellectual Property Rights. Where activities supported by this Contract 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 Contract 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.

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; see, for example, section 119.07 of the Florida Statutes. If a Respondent believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Respondent shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or 30 days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. 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.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

PROHIBITION AGAINST LOBBYING

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

SEVERABILITY AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

As consideration of this Contract, 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 Contract.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

RELATIONSHIP OF THE PARTIES

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.

The parties agree that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

**FWC 13/14-94
RFP SCOPE OF WORK**

Definitions:

Commission. The Florida Fish and Wildlife Conservation Commission.

Completion of Work (COW). A form to be filled out and signed by the Site Manager attesting that work was completed as per the Scope of Work; must be submitted with invoice for Contractor to receive payment.

Contractor. A responsive and responsible vegetation management private contractor who receives a bid award for this RFP.

EDRR Species. An invasive plant species listed as “Early Detection/Rapid Response” by a Cooperative Invasive Species Management Area (CISMA).

FLEPPC Species. An invasive plant species as designated by the Florida Exotic Pest Plant Council.

Ground Crew Supervisor. The licensed and certified pesticide applicator(s) assigned by the Contractor to a specific project.

Pre-Quote Meeting. An onsite mandatory meeting (when required) where Contractors, Site Manager, Project Manager, and other staff review and discuss the Scope of Work. Contractors must arrive on or before the designated time and sign in before the meeting starts and sign out at the conclusion of the meeting for their quote to be eligible for an award.

Project Manager. The Commission employee who oversees work for a project. The Project Manager will initiate and conduct pre-quote meetings, provide Contractors with any addendum to the original Scope of Work, and be the primary contact should there be a dispute between a Site Manager and a Contractor.

Public Conservation Land (PCL). All publicly owned land identified by the Florida Natural Areas Inventory as managed primarily for conservation of natural resources; also, a site where invasive plant control is conducted.

RFP. This formal solicitation for the award of perspective contractors.

RFQ. The Commission may use a Request for Quotes to select vendors for work performed under this Contract; a secondary process with the purpose of inviting Contractors to provide quotes for a specific project Scope of Work. An RFQ allows for competitive price quotes from Contractors, from which the best quote will be selected. A quote must be submitted by a set date and time to be eligible for an award. An RFQ may contain criteria different from or not identified in the RFP. In the event of a conflict between the RFQ and the RFP, the RFP shall govern.

Scope of Work (SOW). The project specifications provided by the Site Manager. All work conducted by a Contractor shall be in accordance with the approved SOW. Discussion about the SOW may occur during an onsite pre-quote meeting, which may result in changes to the SOW. These changes are attached to and supersede the SOW.

Site Manager. The PCL manager or the staff assigned to oversee invasive plant control on the work site.

Weekly Progress Report (WPR). A form to be filled out by the Contractor and signed by the Contractor and Site Manager; for recording site information, supervisor pesticide certification number, work dates, supervisor and crew hours, target plant species and cover class, control method used, chemicals applied, and total acres traversed during a workweek.

The intent of this RFP is to choose professional contractors based on their qualifications and competitive pricing for all aspects of the control of terrestrial invasive exotic plants on public conservation land, or other applicable land, within the State of Florida, per the specifications contained herein. Upland invasive exotic plant control services will be provided by the selected contractor(s) on a Purchase Order basis. **No minimum amount of work is guaranteed under this RFP.**

Overview:

The Fish and Wildlife Conservation Commission’s Invasive Plant Management Section (IPMS) is the designated lead entity in Florida responsible for coordinating and funding the statewide control of invasive aquatic and upland plants in public waterways and on public conservation land. The Uplands

Program funds individual invasive plant control projects on public conservation land, based upon the recommendations from its eleven Regional Working Groups. The Uplands Program melds these regional priorities into an efficient and cost-effective statewide control program. To maximize operational funding of projects, the Uplands Program contracts with professional invasive exotic plant management contractors to conduct work.

Support of the Commission's Mission – Funding for the Uplands Program is provided through the Invasive Plant Control Trust Fund as set forth in Section 369.252(4), F.S., which reads: “use funds in the Invasive Plant Control Trust Fund ... for the purpose of controlling nonnative, upland, invasive plant species on public lands.”

At the present time, herbicide is one of the primary tools used by the Commission to control invasive species. The methods of herbicide application include, but are not limited to, foliar spray, frill and girdle, stump, basal bark, and broadcast (liquid and granular). Seedlings of some species in mixed plant communities may be hand pulled in an effort to minimize the impact of herbicide on non-target vegetation. In some cases, mechanical methods may be necessary, if it is determined to be the most cost-efficient or effective way to treat the target vegetation.

The Commission's eighteen-year experience with contracting for these services has increased in scope, as projects have increased in size and complexity. Many projects may require the use of Contractors who can supply large numbers of crew and equipment, while other projects may require smaller crews and less equipment.

Many projects may require timed treatments for herbicide application. This is scheduled with the Site Manager and adjusted around seasonal temperatures, land management activities, and fluctuating water levels. Changing water levels may hinder site access or reduce the efficacy of herbicides. Some projects may require long-term crew commitment, although crew levels may be adjusted throughout the year.

Ground crews shall be transported by vehicles including but not limited to trucks, ATVs, buggies, airboats, or boats. All transportation is the responsibility of the Contractor. Each ground crew shall consist of one supervisor and up to eight employees, unless otherwise provided in the Purchase Order or approved in writing by the Site and Project Managers. Ground crews shall be supplied with appropriate equipment including but not limited to personal protective equipment, chainsaws, GPS units, machetes, and spray equipment.

All target plants must be treated and treatment data shall be recorded on a Weekly Progress Report (**Appendix III**) prior to proceeding to new treatment sites. Vegetation treatments shall be performed in accordance with an approved project Scope of Work.

Contractors shall follow all laws and regulations including but not limited to those set forth by the United States Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, and Florida Department of Agriculture and Consumer Services (FDACS). Contractors will comply with all applicable permits. Supervisors must obtain a FDACS license in the category of Natural Areas Weed Management. Federal land agencies may require that every worker is a certified applicator and/or obtains special security clearance.

Specifications:

The Contractor must have no violations of Federal or Florida state laws or regulations related to pesticide use or exotic plant control resolved by mediation, Consent Order, or fine within the previous two (2) years.

A. Project Management

The Site Manager and the Project Manager shall manage each project. The Site Manager shall provide site direction and the Project Manager will manage the administrative portions. Both the Site Manager and the Project Manager will manage the compliance portions.

1. Prior to the submission of quotes by Contractors, an on-site “pre-quote” meeting will be conducted with the Site Manager, Project Manager, and each invited Contractor or company representative to discuss the details of the project, in order to ensure that the Contractor clearly understands the Commission’s expectations.
2. An addendum will be provided by the Project Manager after the pre-quote meeting via email and will thereafter become incorporated by reference into the SOW.
3. The Contractor shall be responsible for the technical quality, staff coordination, and adherence to time schedules. The Contractor shall also assure the necessary coordination of each project, keeping deadlines in perspective.

B. Deliverables

As specified in each project Scope of Work: systematically traverse, locate, and treat 100% of the FLEPPC listed or EDRR invasive plants within the designated acres of the public conservation land, minimum of 95% of target plants being killed.

Contractor Qualifications:

Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.

The Contractor must have a minimum of two ground crew supervisors that possess the following qualifications:

1. Knowledge and at least one year of substantial experience in field identification and current control technologies of upland invasive exotic plants common to Florida.
2. Knowledge of the 2013 Florida Exotic Pest Plant Council Category I & II lists and the regional Early Detection Rapid Response (EDRR) species lists.
3. Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas category. All ground crew supervisors shall maintain certification in the Natural Areas category during the term of this contract.
4. Sound academic knowledge of ecological principles as they relate to vegetation management.
5. Current working knowledge of resource management methods, biological processes, and vegetation control techniques.
6. One year of substantial experience with herbicide use in accordance with the EPA label.
7. Sound plant identification skills and experience working in habitats where threatened and endangered plants must be protected.
8. Ability to identify target from non-target plants “look-alike” native vegetation.
9. Experience working in natural areas of Public Conservation Land, excluding rights-of-way.

10. Ability to traverse challenging terrain systematically by using navigation techniques such as GPS and aerial maps.
11. Skill in data collection and record keeping. Must be able to record herbicide use and species accurately.
12. Ability to work under adverse physical and weather conditions, including high humidity and temperatures; inclement weather; exposure to poisonous plants and reptiles, biting insects; and in hostile terrain.
13. Ability to operate and conduct field maintenance of vehicles, spray, and mechanical removal equipment and to recognize and avoid hazards associated with operating such equipment.
14. Ability to communicate directly with field staff and site managers in their native language.

Equipment, Materials and Requirements:

These are minimum responsive requirements. Non-compliance with the following minimum equipment requirements may deem the respondent non-responsive to the RFP.

The Contractor shall be responsible for providing applicators with all supplies and equipment, including backpack sprayers and blowers, machetes, spray bottles, safety equipment, etc. The Contractor shall supply airboats, all-terrain vehicles, and buggies to transport crews and supplies to and from treatment sites. The Contractor will supply GPS units, and communication equipment including cellular telephones. Contractor must have the ability to complete most project(s) based upon the equipment they own.

The Contractor shall have and maintain the following minimum equipment:

- Two (2) 4X4 Pick-up trucks/SUVs/vans, must be capable of carrying at least five passengers plus required equipment when transporting work crews in natural areas, and trucks capable of fitting at a minimum a fifty gallon spray tank for spot treatment and broadcast application;
- Two (2) ATVs or similar vehicle;
- For Region 5, excluding the Keys: One (1) buggy, rubber tired, must be capable of carrying at least five passengers plus required equipment when working in natural areas and capable of fitting a spray tank for spot treatment and broadcast application;
- One (1) watercraft for crew transport and for spraying vegetation bordering canals, lakes, and marsh areas. Airboat(s) must be capable of carrying at least five passengers plus required equipment when working in natural areas and capable of fitting at a minimum a fifty gallon spray tank or injection system for aquatic operations;
- A minimum fifty gallon spray tank and 8 backpack sprayers;
- One (1) Garmin GPS unit per supervisor and applicator; and,
- One (1) cellular phone per supervisor.

All equipment shall be in operating condition. Equipment shall be verified by the Commission via photographs submitted with the Contractor's response and/or a site visit. Respondents with insufficient equipment shall be deemed non-responsible.

The Contractor must have service providers, their locations, and replacement/downtime estimates pre-determined in the event of equipment failure, whether equipment is owned or rented.

The Contractor must be able to decontaminate all equipment and properly dispose of herbicide and adjuvant containers.

Responsibilities of the Contractor:

Unless otherwise established in the Purchase Order, the Contractor shall complete all work as set forth in the Project Scope of Work in full compliance with the terms of FWC RFP 13/14-94. The responsibilities of the Contractor include, but are not limited to:

1. The Contractor, upon issuance of a Purchase Order, shall initiate control operations at the specified project location within thirty (30) days of the issuance of the work order, unless stated otherwise in the project Scope of Work, Purchase Order, or email correspondence with the Site Manager. If the Contractor fails to start work within said thirty (30) day time period, the Commission shall have the option to terminate the Purchase Order and assign to another contractor. The Contractor shall notify the Site Manager via electronic mail seven days prior to entering the work site. Prior to initiating work, the Contractor shall provide an estimated work schedule to the Site Manager for discussion.
2. Within seven working days upon receipt of the Purchase Order, the Contractor shall email to the Project Manager and the Site Manager the contact information for the Contractor's designated certified ground crew supervisor(s) for the project. The Contractor's ground crew supervisor must be present at all times when work on the site is underway. Any change to who is the ground crew supervisor must be approved in advance by the Site Manager and Commission. The ground crew supervisor shall communicate with all crew members and the Site Manager in a common language.
3. Ground Crew Supervisors shall be responsible for: 1) coordination with the Site Manager on a daily/weekly basis; 2) all control activities and safety on project sites; 3) assuring that all contract crews are knowledgeable of, and remain within property and treatment boundaries; 4) assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS), and a copy of the fully executed work order with maps are on site; 5) assuring every effort is made to avoid damage to native vegetation and wildlife by training workers on the identification of target plants and "look-alike" native vegetation; 6) assuring that all decontamination protocols are adhered to.
4. Ground Crew Supervisors shall be licensed pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Natural Areas Weed Management category. Each Contractor is required to maintain a minimum of two certified Ground Crew Supervisors at all times during the life of this contract.
5. Ground crew supervisors may supervise a maximum of eight (8) field employees at any given time, unless otherwise noted in the Purchase Order, or approved in writing by the Site Manager and Project Manager.
6. Ground crew supervisors shall be responsible for the collection, recording, and timely submission of all data and reports required. At regular intervals determined by the Site Manager and at the completion of initial treatment and site reassessment, a complete report will be submitted to the Site Manager detailing sites treated, cover class of plants and type of treatment used. This data will be recorded on the Weekly Progress Report (WPR; Appendix III). It is the responsibility of the Contractor to submit complete and correct WPR(s) to the Commission.
7. The Site Manager or Project Manager may require that GPS units be used to identify and document treatment area boundaries for each day worked. GPS tracks are used for monitoring treatment. Each crew member must carry a Garmin GPS (track setting should collect least often). Submitting GPS tracks without actually conducting a treatment shall be grounds for default. GPS tracks (if requested) and Weekly Progress Reports shall be delivered to the Site Manager on a weekly basis (e.g., each Tuesday for the previous week's work). Treatments are recorded in terms of total acres covered and a percent coverage of the target plants. Incomplete WPRs will be returned to the Contractor for completion.
8. The Contractor shall provide the Commission's Project Manager and the Site Manager with the following access numbers: office telephone; cellular numbers for all supervisors working on Commission projects; and an email address. These items shall be in good working condition at all times. Additionally, electronic mail addresses for pertinent contractor personnel shall be

provided to the Commission.

9. The Contractor will be allowed to subcontract from a preapproved subcontractor with prior written or electronic mail approval of the Project Manager.
10. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all federal, state, and local vehicle regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. The Commission reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.
11. The Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements, and shall be liable for damage due to an herbicide spill or contamination.
12. All equipment including but not limited to vehicles, trailers, ATV's, and chippers must be cleaned with a pressure washer to reduce the spread of exotic vegetation prior to initiating work activities on public lands. Decontamination protocols include spraying down all equipment surfaces including the undercarriage and tires to insure that mud, sand, dirt muck and vegetative debris and other debris is not transported from the previous treatment site. All hand-held equipment such as chain saws, loppers, etc. to be used for treatment activities must be wiped down and cleaned so that they are free of debris.
13. Prior to the commencement of an invasive plant removal project, the Site Manager shall address the necessity for a decontamination plan. The Contractor will be required to follow any site specific decontamination plans. Conversely, if the Site Manager requires a plan, then the Contractor shall submit a brief decontamination plan in writing, to the Site Manager for approval. The decontamination plan shall identify specific decontamination procedures and decontamination locations. Decontamination protocols may vary depending upon the nature of the treatment site, type of treatment conducted at the site, and the exotic species that are scheduled for treatment.
14. It will be the responsibility of the Site Manager to inspect all equipment prior to work commencing on the first day at the project site, on any occasion that the equipment leaves the project site, and any time during the course of the control operation.
15. In areas of known *Lygodium* populations, concerted effort will be made to remove spores from clothing and boots by use of compressed air on garments and cleaning boot lugs prior to leaving the treatment site.
16. Failure to comply with decontamination protocols constitutes reason for contract cancellation and dismissal of the Contractor.
17. The Contractor shall properly dispose of all herbicide and adjuvant containers;
18. The Contractor shall be responsible for monitoring wind speeds and take all precautions to reduce drift. Wind speed regulation may apply due to label restrictions or Florida's Organo-Auxin Herbicide Rule 2006.
19. It shall be the Contractor's responsibility to exercise care and protect all native vegetation at the project site. The Contractor is responsible for the restoration or replacement of all damaged native vegetation to the satisfaction of the Commission, at no cost to the Commission or the land management agency where control operations occurred. Tree limbs, which interfere with equipment operation and are approved for pruning by the designated site manager, shall be neatly trimmed in accordance with American National Standards Institute (ANSI) Z133.1: "Tree Care Operations- Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush";
20. The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of the Site Manager and the Commission. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, and equipment;

21. The Contractor shall be responsible for providing applicators with all supplies and equipment for upland invasive exotic plant control, including vehicles, watercraft for transportation to work sites, GPS units, herbicides and adjuvants, sprayers, machetes, hand tools, chainsaws, brush cutters, safety equipment, potable water, and suitable communications capability to facilitate operational coordination and safety of crewmembers. Contractor-supplied airboats, all-terrain vehicles, and buggies will be required to transport crews and supplies to and from treatment sites;
22. The Contractor shall be responsible for treatment of 100% of target vegetation identified in the project Scope-of-Work to prevent re-sprouting. All control efforts shall be at least 95% effective in preventing re-sprout of all target vegetation, unless specified otherwise in the Purchase Order. If 95% kill rate is not achieved for any area of the project after two months following treatment, one additional thorough treatment of the plant species listed under "Project Goals" in the project's "Scope of Work" will be the responsibility of the Contractor at no cost to the Commission or contracting entities. The Commission's decision as to the overall effectiveness of the treatment is final.
23. The Commission and the associated land management agency are obligated to pay the Contractor for only those completed activities detailed in the "Scope of Work" of the Purchase Order.
24. All herbicides must be EPA/FDACS registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration. ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH THE EPA LABEL. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of herbicides. These herbicides are to be provided, as needed depending on the type of vegetation to be treated.
25. Herbicides will be purchased by the Contractor. In some cases, the Commission may furnish herbicides, adjuvants, and specific recommended application rates. These materials may be picked up by the Contractor at the applicable project site on an "as-needed" basis. The Contractor will have the right to examine and sample the spray materials. The Commission will consider alternative products or application rates recommended by the Contractor but reserves the right to determine the best approach.
26. While on the job site all herbicides and adjuvants must be kept with the supervisor/applicator at the treatment site or in a secured, ventilated, and locked truck, trailer, or shed as close to the treatment site as practicable at all times in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. All products shall be stored in containers that are in good condition and sealed to prevent spills. All containers shall be inspected each work day for leaks, labeled to identify their contents and kept in a secure manner as to prevent the likelihood of leaks. The Contractor is responsible for keeping all empty containers in a secured ventilated and locked truck, trailer, or shed. The Contractor is also responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection. The Contractor is responsible for recycling containers.
27. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall report any such incident to the Site Manager and the Commission Project Manager immediately.
28. The Contractor shall have on site at all times, appropriate first-aid and spill kit(s).
29. Trees and debris must be prevented from falling into canals, roads, and adjacent private properties. If this occurs, work must cease until the tree or debris is immediately removed from the adjacent property, road or canals or any such area where it is not desirable. No tree should be treated and left standing if it is possible it could fall into a waterbody, road, or adjacent property at a later date.
30. The Contractor shall be responsible for compliance with all Federal and State laws regarding protected species including but not limited to the Endangered Species Act. The Contractor shall

not harass or injure any native wildlife. The Contractor shall also be aware and prevent damage to any rare or endangered native plants. When working in an area where these species may be present the Contractor must follow any established restrictions including those of U.S. Fish and Wildlife Service (USFWS) and FWC.

31. The Contractor is responsible for submitting complete and accurate paperwork for invoicing and all other required purposes.
32. REGION 5 ONLY: In addition to treating exotic vegetation, the vendor is asked to report the location of certain exotic wildlife species seen in the PCL to the Site Manager. Locations should be in NAD 83 datum and decimal degree format and reported as soon as possible. Species to be reported include Burmese python (*Python molurus bivittatus*), Northern African python (*Python sebae*), purple swamphen (*Porphyrio porphyrio*), sacred ibis (*Threskiornis aethiopicus*), Nile monitor lizard (*Varanus niloticus*), and brown/spectacled caiman (*Caiman crocodilus*). Pictures of these species will be provided for identification, upon request.

Treatment:

1. Target vegetation is site and work order specific and is primarily determined by the individual project's Scope of Work. The Commission shall set priorities each year for which species are to be treated, although the long-term goal is to remove all FLEPPC listed invasive exotic plants from each site, if possible. If the Contractor is unclear if a particular species should be treated they should contact the Commission's Project Manager.
2. Control methods being used for nuisance plants are listed below. Further description of these methods can be found in the University of Florida IFAS publication SP242 (Control of Non-native Plants in Natural Areas of Florida).
3. Application Methods
 - a) *Manual removal: Includes hand pulling, and using chainsaws or machete to cut and pile targeted vegetation. Seedlings may be hand-pulled in an effort to minimize the impact of herbicides on non-target vegetation. Pulled seedlings should be left where roots do not come in contact with the soil to reduce the possibility of regrowth.*
 - b) *Foliar: Herbicide is diluted in water and applied to leaves using backpack and spray-bottles. Application may be directed to achieve selectivity or broadcast.*
 - c) *Stump treatment: After felling vegetation, herbicide is applied onto the cut stump surface. Large trees will not be felled unless instructed by the Project Manager.*
 - d) *Basal bark: Herbicide is applied with a backpack or spray bottle directly to the bark around the circumference of each stem/trees. Herbicide must be in oil-soluble formulation.*
 - e) *Frill and girdle (aka hack and squirt): Cuts into the cambium are made completely around the circumference of the stem/tree no higher than one foot off the ground and herbicide is applied completely around the girdle.*
 - f) *Soil applications: Granular formulations can be applied by hand held spreaders or specially designed blowers. Water soluble or water dispersible formulations can be applied with the same type of application equipment described for foliar applications.*
4. All methods listed above have been found to be effective under certain circumstances; however, many factors can affect the performance of an herbicide application and results can vary. Choice of application method, herbicide, and rate for individual species depends on environmental conditions and personal experience. Marker dyes are useful and may be used to keep track of what vegetation has been treated when making applications to a larger number of trees or stumps. The Contractor may use herbicides and methods other than those listed on the project SOW only with prior approval of the Commission's Project Manager and the Site Manager.
5. The Contractor shall have full responsibility for systematically and completely treating the areas indicated. Treatment will start in the location designated by the Site Manager and proceed in a contiguous manner. If the minimum acceptable performance is not achieved for any area of the project within a reasonable time frame following project completion, additional thorough treatment of the target plant(s) shall be the responsibility of the Contractor at no cost to the Commission. A reasonable

time frame is dependent upon species targeted, mode of action of treatment, herbicide, site, and weather conditions. Areas not treated or not responding to treatment may require retreatment, at the Contractor's expense, if the Commission determines that the Contractor provided faulty treatment measures or products.

Inspection and Compliance:

The Commission and the Project Site Manager reserve the right to inspect, at any time, the Contractor's procedures, spray system, spray solution, and other ancillary equipment, and to approve or disapprove operating personnel. Inspection, however, shall not relieve the Contractor of any obligations or responsibilities nor shall it transfer any liability to the Commission. Should the services provided by the Contractor fail to meet the expectations of the Commission's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the Commission, to correct all deficiencies in the Contractor's services under the Purchase Order. All corrections shall be made to the satisfaction of the Commission Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to terminate the Purchase Order immediately, without the Commission being liable for any and all future obligations under the Purchase Order as determined by the Commission at its sole discretion. The Commission, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

At its sole discretion, the Commission has the right to order the immediate replacement of any individual(s) working on behalf of the Contractor as long as the basis for the replacement is not discriminatory or for any other reason contrary to law. The Commission may take this action if the Commission determines that it is in its best interest to do so, but will not be required to provide a reason for requesting the replacement of any individual(s). The Commission may also elect to terminate this Contract, for this reason, without any liability whatsoever to the Contractor, including but not limited to liability for unfinished work product.

The Commission reserves the right to require the Contractor to replace any operating personnel or equipment used in the performance of this contract if the personnel or equipment are violating, or have violated, any state or federal laws; or are unsafe; causing non-target damage; or for any valid reason. In this event, the Contractor shall immediately, upon written or verbal (to be later reduced to writing) communication from the Commission, provide replacements satisfactory to the Commission at no additional cost.

To ensure that the selected Contractor provides the best service to public conservation land managers, the Commission has instituted a "Three Points Rule." Failure to fulfill the responsibilities below shall subject the Contractor to an assessment of "points" as set forth in the Contract. An accrual of three points shall cause the Contractor to be ineligible to participate on any quote or project for one calendar year after dismissal. Use of the "three point rule" does not preclude the Commission to exercise its rights to terminate for default or convenience.

THREE POINT DEFAULT TABLE

INFRACTION	POINTS
1 Failure to notify the FWC Project Manager 7 days prior to initiating work (unless authorized by Project Manager).	0.5
2 Absence of the assigned crew supervisor holding valid FDACS pesticide applicator license in the Natural Areas Weed Management certification.	1.0
3 Failure to complete the task specifications by completion date.	1.5
4 Failure to treat 100% of target vegetation and/or conduct retreatment to achieve 95% control level when directed by Site Manager or FWC Project Manager.	2.0
5 Repeatedly submitting incorrect or incomplete progress reports, GPS tracks, or invoices.	0.5
6 Failure to obtain written approval to subcontract from Contract Manager. Subcontractors shall be evaluated prior to approval.	1.0
7 Unacceptable non-target damage.	1.0
8 Unacceptable site disturbance.	1.0
9 Herbicide contamination/spill.	1.0
10 Failure to maintain communication with site manager on progress/problems and work initiation or completion.	1.0

Termination for Default:

This contract shall terminate immediately upon the Commission giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this contract. If this contract is terminated because of failure on part of the Contractor to fulfill his/her undertakings under this contract, the Commission may order the contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of work by the Commission, the Contractor shall be liable to the Commission for any excess cost occasioned to the Commission thereby. In such an event, the Contractor will be found in default and removed from the Commission's approved vendor list as per 60A-1.006 of the Florida Administrative Code; it is also possible the company may be removed from the State of Florida's approved vendor list.

Termination for Convenience:

The Commission may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Contractor. Upon receipt of such notice, the Contractor shall, immediately discontinue all work and services, unless the notice directs otherwise. If the contract is terminated for the convenience of the Commission, payment to the Contractor will be made promptly at the contract price for that portion of work actually performed and accepted. Upon termination of this Contract, 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.

Program Mechanics/Procedures:

When upland invasive exotic plants are identified *and* funding is available for control operations:

1. Depending upon the size and logistical requirements of a project, the Commission may select a sub-set of the awarded Contractors within the specific contractor region and notify them of the location, date, and time of a mandatory pre-quote visit at the control site. Purchase orders will be awarded to the selected Contractor who submits the lowest quote or a "Specified Contractor" when circumstances exist that are in the best interest of the state (as defined in #8). **No minimum amount of work is guaranteed under this RFP.**
2. Included in this notification will be: 1) the Scope of Work and prescription for the control activities [details may include but are not limited to property boundaries, target species, habitat description,

treatment history, herbicide(s) and rates, method(s) of application, number of work crews, and necessary equipment]; 2) a map showing the location of the operation; 3) the name and telephone number of the site manager; 4) directions to the location of the mandatory pre-quote visit, and: 5) the deadline for submission of the quote being requested.

3. All selected Contractors will be required to sign an attendance log at the beginning and at the conclusion of the pre-quote visit. Failure of a selected contractor to attend the entire mandatory pre-quote meeting and sign the attendance sheet at the beginning and the conclusion of the meeting shall disqualify that Contractor from submitting a quote for that job.

4. During the pre-quote visit, selected Contractors will be shown: 1) areas that are characteristic of the majority of the operation; 2) areas that are unique (different terrain, endangered species habitat, difficult access, etc); 3) property/control site boundaries and water sources and access points; 4) locations for storing supplies, equipment, appropriate staging and decontamination areas; and 5) disposal locations of mulched materials, if necessary.

5. Any modifications made to the scope of work and prescription as a result of the mandatory pre-quote visit will be sent via electronic mail to the attending Contractors, as evidenced by the attendance logs, within 72 hours of adjournment of the pre-quote visit.

6. Selected Contractors shall submit a written quote to the Commission within the timeframe agreed upon at the pre-quote visit in order to be eligible for an award.

7. Each project will be awarded to the selected Contractor submitting the lowest responsive and responsible quote or Specified Contractor (as defined in #8) not to exceed rates provided in the original RFP

8. The Commission reserves the right to award a project to a Specified Contractor when circumstances exist that are in the best interest of the State of Florida. These circumstances include, but are not limited to: 1) specified Contractor has unique equipment/specific experience required on the job site; 2) workload allocation; 3) possession of security clearance on military properties; 4) having specialized knowledge of and experience with federal or state listed Threatened and Endangered plant species on a site; 5) there is a cost benefit to the State (For example: when a Contractor already has work on a PCL, adding another treatment area will be less because the Contractor does not have to factor for mobilizing and housing). All justification will be included in the project folder if or when such circumstances occur.

9. Purchase Orders will be issued from the Commission Procurement Department and must be executed before work begins. The Purchase Order will contain the project Scope of Work including any addendum maps or notes resulting from the pre-quote meeting. These documents have additional details as to the scope of the individual project including details of plants to be treated, herbicides, methods and no spray zones. It is the Contractor's responsibility to request clarification of the work requested if necessary. The monitoring/evaluation period for each Purchase Order shall begin on the date the Contractor is mobilized at the site to be treated and will continue until a sufficient time has passed for herbicide efficacy to be evaluated.

Regions:

The Commission has divided the state into five (5) regions that correspond to county lines as per the attached map.

<u>REGION I</u>	<u>REGION II</u>	<u>REGION III</u>	<u>REGION IV</u>	<u>REGION V</u>
Escambia	Taylor	Marion	Hernando	Okeechobee
Santa Rosa	Madison	Sumter	Pasco	Glades
Okaloosa	Hamilton	Putnam	Pinellas	Hendry
Walton	Suwannee	Lake	Hillsborough	Collier
Holmes	Lafayette	St. Johns	Manatee	Monroe
Washington	Dixie	Flagler	Sarasota	St. Lucie
Bay	Gilchrist	Volusia	Charlotte	Martin
Jackson	Levy	Seminole	Polk	Palm Beach
Calhoun	Columbia	Orange	Hardee	Broward
Gulf	Baker	Osceola	De Soto	Miami-Dade
Liberty	Union	Brevard	Lee	
Franklin	Bradford	Indian River	Highlands	
Gadsden	Alachua			
Leon	Citrus			
Wakulla	Nassau			
Jefferson	Duval			
	Clay			

The respondent does not need to submit a separate proposal for each region for which they are proposing to provide services. Appendix IV shows a map representation of regions and public conservation lands.

Payment Process:

The actual services required in either unit or fixed price for providing such services shall be detailed in the individual project Scope of Work and made a part of this Contract. As actual services are identified by the Commission, the Contractor shall, upon request, attend an RFQ site meeting and prepare a quote at a price per acre not to exceed rates provided in the original RFP. The Commission shall evaluate the quotes, if an RFQ is used, and award to the lowest responsive and responsible quote. A Purchase Order will be issued for the awarded RFQ amount and the Contractor is hereafter responsible to complete the work identified in the Purchase Order for the quoted amount.

The Commission does not guarantee or represent that any minimum amount of work or purchase orders for any dollar amount will be issued as a result of this Contract.

In addition to the foregoing, award of Purchase Orders under this Contract shall be subject to the following:

- (a) Negotiation of a Project Statement of Work at a unit or fixed price most advantageous to the Commission;
- (b) Availability of qualified personnel within the required time frames; and,
- (c) Satisfactory performance by the Contractor under any previous Purchase Order(s) issued by the Commission.

Invoicing:

The Contractor is responsible for submitting a complete and accurate invoice that includes:

- 1) An invoice on company letterhead containing *all* of the following information: sequential invoice number, purchase order number, project (work or task assignment) name and number (from PO), date of invoice, dates of service, description of work (from PO), and amount billed (from PO);
- 2) Signed and completed Weekly Progress Reports for the billed dates of service;
- 3) Signed and completed Completion of Work (COW) form (Appendix II) or, if applicable, Partial Payment Form (Appendix V).

Partial Payments:

The Commission may, at its sole discretion, extend or end the time allowed for completion of this project due to water levels, inclement weather, or fire (prescribed or wild). Therefore, the Commission reserves the right to make partial payments to the Contractor at periodic intervals when a representative portion of the project has been completed as determined by the Commission Project Manager. If partial payments are to be made, acres will be used as the deliverable unit and payments will be based upon the amount of acres completed, at a per acre price based upon the Contractor's project RFQ.

Financial Consequences:

If the Contractor materially fails to comply with the terms and conditions of a Purchase Order, including any Federal and State statutes, rules, or regulations applicable to the Purchase Order, as determined by the Contract Manager, the Commission shall take one or more of the following actions, as appropriate for the circumstances and as allowed by law: A- Temporarily withhold cash payments pending correction of the deficiency; B- Reduction of cash payment if correction of deficiency is not made; C- Disallow all or part of the cost of the activity or action not in compliance; D- Request refund of previously disbursed payments related to deficiency; E- Wholly or partly suspend or terminate this agreement; F- Withhold future Purchase Orders for the project or other projects; G- Seek other remedies legally available.

Special Provisions:

USE OF CONTRACT BY OTHER STATE OF FLORIDA GOVERNMENTAL ENTITIES

Other State of Florida Governmental entities may purchase from this Contract for all aspects of the control of terrestrial invasive exotic plants on public conservation land, or other applicable land, within the State of Florida. The Contractor has the option of selling the services described under this Contract to other State of Florida entities at the Contractor's discretion. Eligible users of this Contract include other State of Florida Agencies, Water Management Districts, Counties, Local County Boards of Public Institution, Municipalities, and other public agencies or authorities. The General terms and condition of this Contact shall apply to the services procured by other entities referencing this Contract. The Commission is not a party to any agreement entered between other governmental entities and contractors awarded under this contract.

Cultural and Historical Resources

If applicable, known historic, archeological, and cultural resources within the Contractor's work area(s) will be designated as a "sensitive environmental area" in the approved SOW. If so designated, the Contractor shall install protection for these resources and shall be responsible for their preservation for the duration of the Purchase Order. The Contractor shall not distribute maps or other information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

Inadvertent Discoveries: If, during the performance of work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the Site Manager so that the appropriate staff may be notified and a determination of what, if any, additional action is needed. Examples of historic, archaeological, and cultural resources are bones, remains, artifacts, shell, midden, charcoal, or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from further removing, or otherwise damaging, such resources.

Contract Award:

A respondent shall not transfer or assign its response to a third party following submission of a proposal to the Commission.

The Commission will review the following to determine whether the respondent has been placed on:

- State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;

- State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;

All respondents whose name appears in these lists at the time of proposal submission shall be deemed non-responsible by the Commission for this solicitation.

The Commission requires the issuance of multiple awards per region as a result of this RFP. The Commission, at its sole discretion, shall make this determination. The Commission will report the final results in accordance with official *Authorization to Proceed with the Ranking of Selected Firm(s)*. Prior to contract award, the respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the Commission at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

All selected Contractors shall be required to attend a mandatory meeting, at their own expense, after the notice of award for the RFP. The purpose of the meeting is to provide all awarded Contractors with an overview of the policies and procedures of the Invasive Plant Management Program, as well as to answer questions from Contractors.

**Attachment B
13/14-94
COST SHEET**

Awards will be made regionally in accordance with the specifications herein. Contractors are not required to respond for all regions. Subsequent to awarding the RFP, an RFQ will be initiated for each of 50-150 unique project sites. Contractors will submit a fixed unit rate quote for each project.

Subsequent project quotes shall not exceed the ceiling rate per acre established in this RFP.

<u>REGIONAL</u>	<u>LOADED* PRICE PER ACRE</u>
Regions 1 and 2	\$ _____
Regions 3 and 4	\$ _____
Region 5	\$ _____

**Price per acre shall include: highest pay rate, benefit costs, insurance, fuel, vehicles (transport truck, airboat, buggy, ATV, etc.), spray equipment (mobile or backpack), communication equipment, GPS units, chainsaws, machetes, PPE, and any other costs necessary for the Contractor to meet project specifications. Contractor should take into account potential price increases and market fluctuations that could affect Contractor's costs over the term of contract.*

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

Contractor _____	Title _____
Address _____	City/State/Zip _____
Signed _____	Telephone _____
Print _____	Fax _____

Attachment C

13/14-94

REFERENCES FORM

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

On the following pages, the respondent must provide the required information for a minimum of four (4) separate and verifiable clients. **Do not list projects completed for the Commission (see next paragraph).** Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered. Any additional references listed, over the minimum of three required, will be considered in determining if the respondent has satisfied the requirements for the three references as set out herein.

The Commission will review its records to identify all contracts that the respondent has undertaken with the Commission, where the respondent was the prime contractor, **during the past five (5) years** for use in the evaluation of Past Commission Performance, if applicable.

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

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 Past Performance references under this solicitation. Also, clients that the respondent has listed as subcontractors in their response may not be used as Past Performance references under this solicitation.

In the event that the respondent has had a name change since the time work was performed for a listed reference, the name under which the respondent operated at the time that the work was performed must be given at the end of the project description for that reference.

In the event that the respondent submits 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 four (4).

Client #1

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #2

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #3

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #4

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #5 - Alternate

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Attachment D
13/14-94
EXPERIENCE FORM

For the purpose of this Form, experience on public *or* non-profit conservation lands will be considered as appropriate experience; however, lawn care, golf course maintenance, or road and powerline rights-of-way work will not be accepted.

	List the name of each conservation land (e.g., "Jonathan Dickinson State Park") where vegetation management work was completed in the past 3 years, excluding area repeats	List up to 3 Species/Treatment Method (e.g., lygodium/foliar)	Acres Treated
1			
2			
3			
4			
5			
6			
7			
8			

9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			

22			
23			
24			
25			
26			
27			

Scoring: Total maximum points: 135



CONTRACTOR NAME

AUTHORIZED SIGNATURE

**Attachment E
RESPONSE TABLE**

The Respondent shall provide narrative to explain the knowledge and ability to provide services as described in the RFP, at a minimum, in response to items in the table below. Your answers should be very specific and thorough. Describe how the requirement is met including whether or not a subcontractor or rental equipment was/is used. If your response will not fit in the Response box provided, please write your answer on a numbered Vendor Response Page and write the page number in the column provided.

#	Category	Topic	Response	Page #	Score <i>(For evaluators only)</i>
Upland Invasive Plant Expertise					
1.01	Upland Invasive Plant Expertise	Knowledge of and three years of substantial experience in field identification of upland invasive plants common to Florida.			
1.02	Upland Invasive Plant Expertise	Knowledge of Florida's 2013 Exotic Pest Plant Council Category I and II lists and regional Early Detection Rapid Response species lists.			
1.03	Upland Invasive Plant Expertise	Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas category.			
1.04	Upland Invasive Plant Expertise	Knowledge and three years of substantial experience in using current control technologies of upland invasive plants of Florida.			
1.05	Upland Invasive Plant Expertise	Sound academic knowledge of ecological principles as they relate to vegetation management.			
1.06	Upland Invasive Plant Expertise	Knowledge of resource management methods, biological processes and vegetation control techniques.			
1.07	Upland Invasive Plant Expertise	Knowledge and three years of substantial experience with herbicide use in accordance with the EPA label.			
1.08	Upland Invasive Plant Expertise	Knowledge and experience in identifying and working around threatened and endangered plants. How company handles vegetation management in sensitive areas.			
1.09	Upland Invasive Plant Expertise	Ability to identify target from non-target plants "look-alike" native vegetation.			

Field Operations					
2.01	Field Operations	Ability to systematically traverse through challenging terrain using navigation techniques such as GPS and aerial maps.			
2.02	Field Operations	Ability to provide working communications to all field staff.			
2.03	Field Operations	Ability to work under adverse physical and weather conditions, including high humidity and temperatures; hostile terrain, and exposure to poisonous plants, stinging insects, and dangerous reptiles.			
2.04	Field Operations	Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment.			
2.05	Field Operations	List your decontamination protocol. Describe your last decontamination event.			
2.06	Field Operations	Ability to communicate with field staff and site managers in their native language.			
2.07	Field Operations	Ability to dispose of all herbicide and adjuvant containers.			
Ability to complete assigned projects					
3.01	Ability to complete assigned projects	Years in business.			
3.02	Ability to complete assigned projects	Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.			
3.03	Ability to complete assigned projects	How do you go about completing a project(s) based upon the equipment you own?			
3.04	Ability to complete assigned projects	If renting equipment or if your equipment fails, list your service providers, their locations, and your replacement/down time. How do you ensure proper maintenance of all equipment?			
3.05	Ability to complete assigned projects	What is your approach to treating 100% of a unit and achieving 95% control?			
3.06	Ability to complete assigned projects	What is your approach if 100% treatment and/or 95% control is not met?			

**Appendix I
RFP EVALUATION CRITERIA**

EVALUATION CATEGORIES	
Technical - Scoring will be determined by Selection Committee Evaluations	
	Maximum Points per Factor
<ul style="list-style-type: none"> • Response Table <ul style="list-style-type: none"> * Upland Invasive Plant Expertise (average 1.01-1.09) in the response table. * Field Operations (average 2.01-2.07) in the response table. * Ability to Complete Assigned Projects (average 3.01-3.06) in the response table. • Experience Previous invasive exotic plant work on Conservation Lands • References 	110
	135
	60
Price - Scoring will be determined by the Finance and Budget Office	
<ul style="list-style-type: none"> • See Evaluation Process, RFP Terms and Conditions 	50

**Appendix II
FWC IPMS Uplands Program
Completion of Work**

TA#/Name of Project:

Line Item Number or Unit or Acres of Project Completed:

Comments:

I attest that the work described above and recorded in the signed Weekly Progress Reports has been reviewed by the appropriate staff and found to be completed per the terms of the assigned Purchase Order. I understand that by signing this document I am not attesting to the efficacy of the work conducted, which may only be determined by a compliance inspection at a later date. This form does not relieve the Contractor of any responsibilities set forth in the FWC Contract or the Scope of Work for this project.

_____ Site Manager/Designee	_____ Printed Name of Signatory	_____ Date

Data entered:

Appendix III WEEKLY PROGRESS REPORT FOR INVASIVE PLANT CONTROL

Version 2.0, 4/7/2014 8:54 AM

PROJECT NAME	MANAGING AGENCY NAME
DATES OF WORK	PURCHASE or WORK ORDER #

Supervisor(s) must document their Restricted Pesticide Certification Number with their name.

Certified Applicator Name	FDACS#	Certified Applicator Name	FDACS#
TOTAL SUPERVISOR HOURS		TOTAL NUMBER OF	

Equipment: record all heavy equipment used (chippers, mowers, boats, Gyro-Trac, etc) and number of days used.

Equipment/Days	Equipment/Days	Equipment/Days	Equipment/Days

For **each species** controlled list the name (Australian pine, Brazilian pepper, etc.) or abbreviation (e.g., MEQU = melaleuca; see Plants.USDA.gov), the control method used (cut stump, basal bark, foliar, mechanical, etc.), the total number of acres traversed and cover class (per below) of species treated, the trade/chemical name of the herbicides used, the % rate of herbicides applied, and the total quantity of herbicide spray mix used **in gallons**.

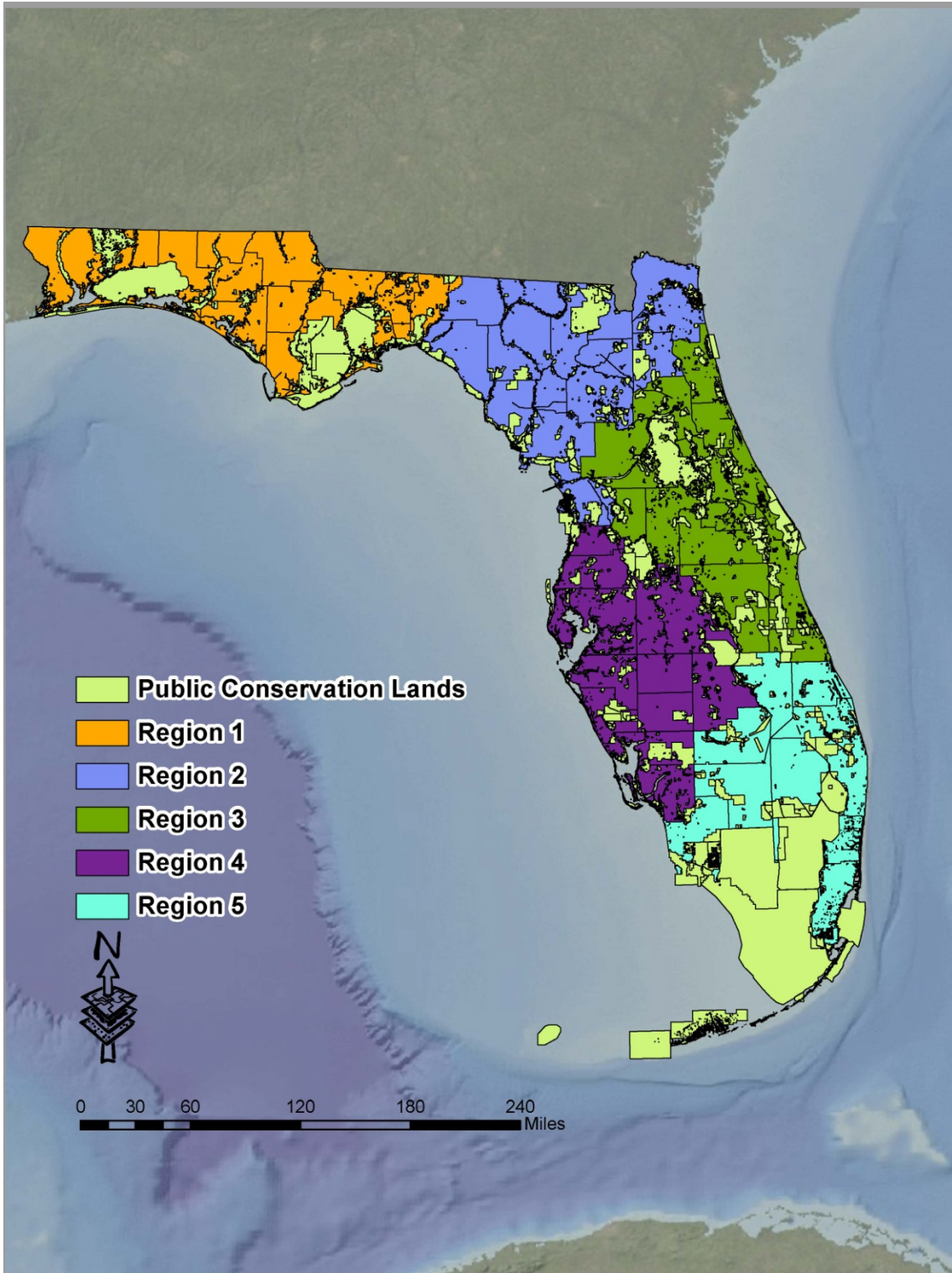
COVER CLASS | RANGE(%): 1 | 0-5% 2 | 6-25% 3 | 26-50% 4 | 51-75% 5 | 76-95% 6 | 96-100%

Unit Name or Description	Plant Controlled (Species Name or Abbrev)	Control Method	Acres traversed	Cover Class	Herbicide (Trade Name)	Rate %	Gal Herb	Gal Mix

COMMENTS (Contractor or Site Manager):

I hereby acknowledge that the data presented in this form is sufficiently accurate for the purposes intended:
 Contractor Representative: _____ Site Manager: _____

Appendix IV
Contractor Regions Map



Appendix V
FISH & WILDLIFE CONSERVATION COMMISSION
Purchase Order Partial Payment Form

Date _____ For Period Ending _____ Invoice No. _____

Contractor _____ PO # _____

Original PO Amount \$ _____ Less Previous Payments \$ _____

Total Acres Completed _____ Due this Payment \$ _____

CERTIFICATION OF THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this form are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Purchase Order. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material, and equipment employed in the performance of the work assigned under this Purchase Order have been paid in full accordance with their terms and conditions.

Date _____ Name _____ Title _____

Signature _____

CERTIFICATION OF THE SITE MANAGER: I certify that I have checked and verified this Certificate; that to the best of my knowledge and belief it is a true statement of the value of the work performed by the Contractor; that all work and material included in this Certificate have been inspected by me or my authorized assistants; and that all work has been performed in full accordance with the terms and conditions of the Purchase Order.

Date _____ Name _____ Title _____

Signature _____

Appendix VI

EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions for FWC representative:

1. For each proposal under the RFP, contact four (4) clients.
2. Attempt to contact each reference by phone, up to three (3) times only.
3. Complete all calls within five (5) working days of receipt of proposals (Note: more time may be allotted contingent upon the number of proposals received).
4. Ask each reference the same questions listed below and score appropriately.
5. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
6. Do not obtain another reference as a replacement for a non-responding reference.
7. Upon completion, return all questionnaires to the designated Contract Specialist for this project.

Respondent's Name:	
Client's Name (Area and Agency for Whom Services were Provided):	
Contact Person:	
Telephone Number:	
Date of Contact:	
Confirm the project information is correct with the reference.	
1. Overall, did the contractor adhere to the agreed upon schedule?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
2. Was the work completed at a cost that you consider reasonable?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
3. Did the Contractor provide an adequate number of personnel?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
4. Was the Contractor responsive to suggestions, comments, or modifications regarding work plans, reports, or projects?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
5. Did the contractor keep you adequately informed and coordinate through periodic reports, phone calls or other methods?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
6. Did the Contractor work in a systematic organized manner?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
7. Did the Contractor have misses (areas they failed to treat) or <95% control?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
8. Did the Contractor employ the same crew members throughout the project?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
9. Did the Contractor have non-target damage?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____

10. Were the Contractor's invoices accurate, well documented, and submitted within the agreed upon terms?	Never=0; Sometimes=1; Most of the time=2; Always=3 Score _____
---	---

Questionnaire completed by (signature): _____ Date: _____

For Use By Procurement Only. The following score was completed by (signature):

Maximum points available for all questions:
15 Points per reference (total points divided by 2) **Total score for this respondent:** _____