



**FLORIDA FISH AND WILDLIFE CONSERVATION  
COMMISSION**

**REQUEST FOR PROPOSAL**

**FWC 14/15-85**

**FOREST MANAGEMENT PLANNING SERVICES**

**Gerri Faircloth, Procurement Manager**

620 S. Meridian Street  
Tallahassee, FL 32399-1600  
Telephone: (850) 488-3427  
E-mail: [gerri.faircloth@myfwc.com](mailto:gerri.faircloth@myfwc.com)

**Morgan Wilbur, Project Manager**

3911 Highway 2321  
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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
REQUEST FOR PROPOSAL (RFP)  
14/15-85

**FOREST MANAGEMENT PLANNING 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.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**SUBMIT RFP RESPONSE TO:**

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

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 14/15-85

REQUEST FOR PROPOSAL CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	February 11, 2015	Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Deadline for Questions	Must be received <b>PRIOR</b> to: February 17, 2015 <b>@ 5:00 PM</b>	See Deadline for Questions Clause
<b>SEALED RESPONSES DUE</b>  (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received <b>PRIOR</b> to: February 27, 2015 <b>@ 5:00 PM</b>	<b>Submit BEFORE the due date and time to the following address:</b>  Florida Fish & Wildlife Conservation Commission Attn: Purchasing 620 S. Meridian St. Tallahassee, Florida 32399-1600
<b>RESPONSE OPENING</b>	<b>March 2, 2015 @ 3:30 PM</b>	
<b>Evaluation Period</b>	<b>March 3, 2015 through March 10, 2015</b>	Florida Fish & Wildlife Conservation Commission
<b>Anticipated Award Date</b>	March 12, 2015	Posted on the Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

**FWC 14/15-85  
BIDDER SUBMITTAL CHECKLIST**

The following items are required to be submitted to qualify the Bidder as a “responsive” Contractor to be considered for an award. Failure to submit any of the following documentation may result in a Contractor being declared “non-responsive”.

- \_\_\_\_\_ Completed & signed Invitation to Bid/Bidder Acknowledgment form
- \_\_\_\_\_ Completed & signed Price Sheet
- \_\_\_\_\_ Completed & signed References Form
- \_\_\_\_\_ Completed & signed Experience Form
- \_\_\_\_\_ Completed Project Plan
- \_\_\_\_\_ Completed & signed Attachment B – Mandatory Site Visit Attestation Form
- \_\_\_\_\_ Completed and signed Attachment C- Certification and Assurances
- \_\_\_\_\_ Completed & signed Addendum Acknowledgment forms (if applicable)

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
REQUEST FOR PROPOSAL (RFP)  
FWC 14/15-85

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 three (3) comprehensive and prescriptive silvicultural plans that will guide decisions regarding timber management at the management unit level, identify silvicultural systems and prepare management prescriptions that detail treatment regimes designed to achieve desired future conditions, per the specifications contained herein. Only responsive and responsible Contractors will be considered for award of this RFP.

**RESPONSIVE**

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

**NON RESPONSIVE**

Any submission that does not comply with this RFP in any way, does not contain all the properly signed forms, supplements or deviates from the Bid requirements or has an incomplete Price Sheet may be considered nonresponsive at the discretion of Procurement Manager.

**RESPONSIBLE COMPANIES**

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

**REJECTION OF BIDS**

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

**ESTIMATED BUDGET**

The Commission has an estimated budget for this project of \$57,705.00.

**TERM**

The contract will be effective from date of award until June 30, 2015.

Project shall be completed by the contractor by the Completion Date of May 15, 2015. 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 Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

## **TERMS AND CONDITIONS**

PUR 1001 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.

## **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.

## **MANDATORY CONTRACTOR SITE VISIT**

It is mandatory that prospective respondents inspect the project sites prior to submitting a bid. This will enable respondents to familiarize themselves with the scope of work. Contractors shall visit the sites on their own. The Site Visit Mandatory Attestation-Individual Contractor Attendance form (Attachment B) must be completed by the Contractor and submitted with the bid package. The FWC will make a reasonable effort to answer verbal questions asked at the Site Visit, however, contractors should clearly understand that verbal discussions held at the Site Visit 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.

### Directions to Aucilla WMA:

Aucilla WMA is located in Jefferson Co. Florida. The center of Aucilla WMA is approximately 20 miles SE of the center of Tallahassee. From Tallahassee go east on U.S. 27 to State Road 59. Turn south onto 59 and travel approximately four miles to Wacissa. At the flashing light in Wacissa continue south on 59 for approximately 0.7 miles and turn right to stay on 59. Continue on 59 for 1.8 miles to the first entrance to Aucilla WMA located on the left. Aucilla WMA can be accessed from several points here south along the east side of 59 and the north and south sides of U.S. 98.

### Directions to L. Kirk Edwards WEA:

L. Kirk Edwards WEA is located in Leon Co. Florida approximately 10 miles east of Tallahassee. From Capital Circle on the east side of Tallahassee go east on U.S. 27. To access the two north entrances go approximately 6.5 miles on 27 and turn north onto Chaires Crossroad at the light. Go 0.9 miles on Chaires Crossroad and turn right onto Capitola Road at the four way stop before the railroad tracks. Go approximately 0.4 miles on Captiola Rd. to the first entrance (unmarked gravel parking lot). Continue east on Capitola Rd. for another 0.95 miles to the second entrance (there is an oval gravel parking area and informational kiosk). To access the south entrance continue on U.S. 27 for an additional 0.9 miles past Chaires Crossroad and make a U-turn before crossing the St. Marks River. After making the U-turn go 0.1 mile and turn right at the dirt road with the brown fence.

The combination to the gate locks at all L. Kirk Edwards WEA entrances is (1-9-8-4).

### Directions to Joe Budd WMA:

Joe Budd WMA is located in Gadsden Co. Florida. From Capital Circle on the west side of Tallahassee go west on U.S. 90. for approximately 4.4 miles. Turn left onto E. Brickyard Rd. (across from the Pilot truck stop). Follow E. Brickyard Rd. for 2.4 miles and turn left at the stop sign onto M. L. King Blvd (High Bridge Rd.). Travel 5.4 miles on High Bridge Rd. and turn left onto Office Rd. and go approximately 0.75 miles to the Joe Budd WMA field office. Additional access must be coordinated with Clint Peters (area manager).

Contact person the Site Visit:

Florida Fish & Wildlife Conservation Commission

April 29, 2014

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Morgan Wilbur (Aucilla WMA and L. Kirk Edwards WEA)  
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Telephone: (850) 925-3145  
E-mail: [Morgan.Wilbur@myfwc.com](mailto:Morgan.Wilbur@myfwc.com)

Clint Peters (Joe Budd WMA)  
5300 High Bridge Road  
Quincy, FL 32351  
Telephone: (850) 717-8741  
E-mail: [Clint.Peters@myfwc.com](mailto:Clint.Peters@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](http://vbs.dms.state.fl.us/vbs/main_menu)

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission  
Tallahassee Purchasing Office  
Attn: Ms. Gerri Faircloth, Procurement Manager  
620 South Meridian Street, Room 364  
Tallahassee, Florida 32399-1600  
850-488-3427  
[gerri.faircloth@myfwc.com](mailto:gerri.faircloth@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**, 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 three (3) electronic copies on separate disc or thumb drive 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 "FOREST MANAGEMENT PLANNING SERVICES, RFP NUMBER FWC 14/15-85". The sealed envelope or box shall include the opening date and time, and the Contractor's return address.

**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.

### **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 three (3) references for similar projects completed. 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.

**TAB C. Experience Form (Mandatory Form)** - The Proposer shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Proposer's experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

**TAB D. Project Plan (Mandatory Submission)**

1. **Technical Services/Approach/Demonstration of Understanding**

Prospective vendors shall submit a proposal detailing how the tasks identified in this RFP will be accomplished and explain why the Vendor is most qualified to provide these services. The proposal shall include an overview of the proposed approach and demonstrate an understanding of FWC's goals and objectives for ecological restoration of the affected areas as well as its desire to evaluate revenue potential. Proposals should include innovative ideas for accomplishing the tasks and Scope of Service in the most cost effective manner while still achieving conservation and public use objectives. Example of the proposed plan, prescription formats and economic analyses should be included. Vendors shall also include the following:



- a. Approach or plan for providing deliverables-Vendor shall propose a methodology for producing the silvicultural plan. The methodology should demonstrate an understanding of the project and its objectives.
- b. Proposed design of silvicultural plan- List proposed plan element, organization and content (include examples and/or templates). Elements should include, but are not limited to those listed below in the Scope of Services, Components of the Silvicultural Plan.

2. Management/Experience and Ability

Vendors shall submit the following:

- a. Demonstrated experience with governmental clients;
- b. Successful application of ecological forestry principles and forest management techniques;
- c. Educational level of professional and technical staff;
- d. Applicable certifications and continuing education credits;
- e. Overall tenure and experience; and
- f. References.

The vendor shall list the team that will be assigned to this project and submit a complete resume detailing prior professional experience, particularly relative to activities detailed in the Scope of Work and those pertaining to public agencies. Pertinent experience should be presented in chronological order beginning with the most recent experience. Years of pertinent experience shall be clearly highlighted and discussed. Vendors shall provide information pertaining to their extent and type of experience that relates to forest management, including vendors education and training, knowledge, skills, and abilities. Resumes of prospective subcontractors may be included here as appropriate, accompanied by the subcontractor's present affiliations, contact information and a letter of commitment to perform as a subcontractor on this project. Points will be awarded for vendors who commit staff to this project whom have professional certifications and continuing education credits appropriate to ecological restoration, forest management, and land management practices. Points will be awarded to vendors whom can document successful long term experience providing forest management services of the type detailed in the Scope of Services to other public agencies in this regard. Points will be awarded to vendors who can document the creation and maintenance of successful long term working relationships with public land management agencies. Points will be awarded to vendors who document experience and proficiency with ecological forestry applications and Best Management Practices. For any professional certifications, be sure to provide a name and contact of the certifying authority. Vendors shall include the following:

- a. Experience with similar projects- Eligible proposers must have completed at least one (1) similar project within the previous three (3) years. The vendor shall provide a list of similar projects that the company has completed within the previous five (5) years. Points shall be awarded for those who not only have additional experience above and beyond the eligibility criterion, but who demonstrate understanding and the application of ecological forestry principles and whom have experience with longleaf pine systems.
- b. Past Performance- Vendor should provide a list of references and valid information that will allow client references to be efficiently contacted by phone or email.

- c. Vendor qualifications- The vendor shall provide a list of qualifications of each person who will be assigned to the project. Work pursuant to this Contract shall be completed by or under the supervision of a professional forester, certified through the Society of American Foresters or who are current and valid members of the Association of Consulting Foresters (ACF). Preference will be given to those who provide documentation that are both Certified Foresters and members of ACF. List should include employee name, title, educational background, applicable certifications, and years of applicable experience.

**TAB E. Cost Sheet (Mandatory Submission)**

In order for a potential proposer's response to be valid, the proposer shall complete and submit the Price Sheet form enclosed herein.

**TAB F. Addenda Forms (if applicable)**

**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](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  
Morgan Wilbur  
3911 Highway 2321  
Panama City, FL 32409  
Phone: 850-925-3145  
[Morgan.Wilbur@myfwc.com](mailto:Morgan.Wilbur@myfwc.com)

**SELECTION AND EVALUATION OF PROPOSALS**

A committee composed of at least three (3) representatives of the Commission and/or other agency professionals who have experience and knowledge of the required services and/or commodities required, shall independently evaluate and score each of the proposals. The evaluation shall include the overall response to the RFP and the requirements defined in the RFP evaluation criteria.

Each evaluator's total score for each Proposal is to be added and averaged among the other evaluators to determine the final score for each Proposal. The proposal with the highest score shall be awarded the contract.

In cases where Contractors submit proposals that are determined by the Commission's evaluation committee to contain equal or very nearly equal terms, stated herein, the evaluation committee shall have no obligation except to select the proposal which they consider to be in the best interest of the State.

## **EVALUATION CRITERIA**

### **A. General**

1. The Commission reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**
3. The Commission may waive minor irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which **ARE NOT PREJUDICIAL** to other respondents.

### **B. Scoring**

Up to 100 points shall be awarded based on the categories outlined below. The proposal evaluation and scoring criteria are included in Attachment H.

1. **Technical Services/Approach/Demonstration of Understanding – Total 45 Point Value**
2. **Management/Experience and Ability – Total 25 Point Value**
3. **Price - Total 30 Point Value**

## **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](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, the successful proposer's response, and the Purchase Order/Written Agreement, 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, the purchase order, and then to Contractor's response. The Commission reserves the right to revise the Direct Order/Written Agreement 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 ITB period an addendum shall be posted on the Vendor Bid System internet site: [http://vbs.dms.state.fl.us/vbs/main\\_menu](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 have 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 CONTRACT COMPLETION**

The Project 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 Project Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

## **DELIVERABLES**

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

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

**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.

#### **LIQUIDATED DAMAGES**

If the Contractor fails to complete the work or the conditions of the Purchase Order Contract and/or Amendments by the completion date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, in an amount \$100.00 per calendar day. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

#### **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 time frame 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.

#### **INSURANCE REQUIREMENTS**

**Reasonably Associated Insurance.** During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

**Workers Compensation.** To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

**General Liability Insurance.** By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**Insurance Required for Performance.** During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.

**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 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 STATE PROPERTY**

Any damages to state 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 available to the Commission upon request. 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 venturer, 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 AND COMPLIANCE WITH LAWS**

The Contractor is required to be familiar and comply 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 from responsibility. Violation of such laws shall be grounds for Contract termination.

#### **ELIGIBILITY AND LICENSURE**

The Respondent 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 Respondent, and that the Contractor shall comport with Chapter 287, F.S., chapter 60 A of Florida Administrative Code, 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](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 C. 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 which 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 C, "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 CONTRACT COMPLETION**

The Project 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 Project Manager a notarized Certificate of Contract Completion (Attachment A) 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/direct\\_deposit\\_web/Vendors.htm](http://www.myfloridacfo.com/aadir/direct_deposit_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 at [http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/mfmp\\_vendors/vendor\\_toolkit/forms\\_for\\_vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors) and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services 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](http://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.

If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) 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](http://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](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.

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14/15-85  
SCOPE OF WORK

**INTRODUCTION**

The Commission is requesting proposals for forest management planning services on approximately 14,003 acres of pine timberlands on the Aucilla Wildlife Management Area (AWMA); 1,009 acres on the Joe Budd Wildlife Management Area (JBWMA); and 505 acres on the L. Kirk Edwards Wildlife and Environmental Area (LKEWEA) and per specifications contained in the Request for Proposal (RFP). The work areas are located in Gadsden, Jefferson, Leon and Taylor Counties. (See Attachment C-Project Area Locations)

The FWC manages these conservation lands under a lease from the Board of Trustees of the International Improvement Trust Fund. They are held in trust for the use and benefit of the people of the State of Florida and, in accordance with Chapter 253.034 Florida Statutes, “managed to serve the public interest by protecting and conserving land, air, water and the state’s natural resources which contribute to the public health, welfare, and economy of the State. Goals for forest ecosystem are to restore them to their natural condition which will sustain ecological processes and conserve biological diversity. Timber resources are managed primarily for their ecological benefits and for the goods and services they provide to humans. Silvicultural systems will be used to achieve restoration goals while, to the extent practical, providing sustained streams of revenue from sale of forest products.

**INTENT**

The intent of this RFP and its subsequent Contract is for FWC to receive three (3) comprehensive and prescriptive silvicultural plans that will guide decisions regarding timber management at the management unit level (See Attachments D, E, F, and G - Management Unit and Stand Maps). The Contractor shall identify the silvicultural systems and prepare management prescriptions that detail treatment regimes designed to achieve desired future conditions. Growth and yield modeling will be used to estimate future stand development, generate managed stand yield tables and to compare predicted results of alternative, possible management regimes. Prescriptions will include management treatments through the entire rotation of current stands; prescribe methods for regeneration harvests, and procedures for replacing timber stands. A separate individual timber management plan is required for each of the three (3) managed areas, AWMA, JBWMA, and LKEWEA.

**MANAGEMENT GOALS AND DESIRED FUTURE CONDITIONS**

Overarching goals for actively-managed natural communities are to: 1) restore them to reference conditions in which compositional, structural and functional components are present, 2) help sustain ecological processes needed for perpetuation of native species, 3) increase resiliency to disturbances, and 4) provide high quality habitat for imperiled species. As a start to FWC’s efforts to restore natural communities, the Florida Natural Areas Inventory (FNAI) was contracted to characterize and map current and recent historic vegetation coverage. Their assessment found that, prior to intensive production forestry, portions of, or entire stands or management units were occupied primarily by the following natural communities: 1) mesic flatwoods; 2) wet flatwoods; 3) wet prairie; 4) upland pine forest; 5) scrubby flatwoods; and/or, 6) sandhill.

Long-term restoration targets are: 1) creation of spatially heterogeneous management units that include irregular, uneven- or all-aged stands; 2) differentiation into distinct crown classes, size classes and distributions of trees; 3) conversion of pure stands to ones of mixed species, composed primarily of longleaf pines; and, 4) perpetual regeneration of fire-maintained forest stands. Target objectives for restored, forested natural communities call for pine overstories composed predominately of longleaf pine.

Pine stands in most management units are now dominated by plantations of slash pine and, less frequently, loblolly pine. While long-term restoration targets are as stated above, intermediate-term objectives for plantation pine are to: 1) drive stands toward composition (species frequency) that is

dominated by longleaf pine; 2) create or maintain fine fuel conditions that promote safe use of prescribed fire; and 3) create structural diversity within or among management units.

Prescriptions for plantation pine should use even-aged silvicultural systems with options or alternatives for regeneration harvests that include, but are not limited to, the following: 1) Modified seed tree and; 2) Irregular shelterwood methods, thinning to 30-40 ft<sup>2</sup>/ac basal area. Harvesting should be done so as to create gaps, each ≤0.25 acres in size, scattered throughout the stand. The goal of progressing stands toward longleaf pine dominated uneven-aged management should be priority. Regeneration methods should include and evaluate underplanting with longleaf pine seedlings, including timing and stocking densities. Prescriptions for un-thinned pine plantation should include initial and any intermediate thins before final thinning and subsequent regeneration. Thinning of historically typed wet prairie should be done in a manner so as to continue the use of prescribed fire. Prescriptions should address management treatments through the entire rotation of existing stands and/or until such time as regeneration of the successive stand(s) is complete. Thus, long-term restoration targets for plantation pine exceed the scope of this plan and, instead, will be achieved by treatments applied to subsequent stands.

Prescriptions for natural pine and pine hardwood units should be geared toward ultimately returning these stands to uneven-aged longleaf pine. In the interim, however, it is important to consider vertical structure and fuel continuity when thinning existing trees. Stands should be thinned to release existing longleaf pine while leaving enough trees to provide fine fuel for future prescribed fires. Longleaf pine regeneration (plantings in most cases or seed catch areas where sufficient parent stock occurs) should initially be concentrated in existing openings. Future plantings will rely on openings created by thinning operations. Openings should be created in areas with sufficient ground cover to carry fire independent of mature pines. Maintenance of these stands will be predominately longleaf pine overstory consisting of 30-60 ft<sup>2</sup>/ac basal area.

A systematic cruise, using 10 Basal Area Factor (BAF) prism variable plot radius prism points, was conducted in 2014, for all pine dominated timber stands on the area. This data, that depicts the area's silvicultural history, are available and will be provided via disk to vendors who request a copy. In addition, the disk will contain the following resources: 1) FNAI historic natural community maps and community descriptions for AWMA, JBWMA and LKEWEA; 2) timber management unit maps; 3) a management unit table that outlines selected attributes; 4) 2014 Timber Inventory Data; 5) infrastructure data; 6) thinning data where available; and, 7) Desired future conditions (DFCs) for specific vegetative parameters in actively managed natural communities.

A draft of the AWMA, JBWMA and LKEWEA Timber Management Plans must be completed and presented for review to the FWC by **April 15, 2015**. The FWC will review the plans and make comments; comments must be incorporated into the final drafts due by **May 15, 2015**.

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FWC 14/15-11

**EXPERIENCE FORM**

Information should include a chronological list (starting with most recent experience first) of Respondent's experience, a description of the services provided for each operation, and duration of each project.

EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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**CONTRACTOR NAME**

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**AUTHORIZED SIGNATURE**

**Table 1: Aucilla WMA Timber Management Unit- Descriptions.**

Management Unit #	TMU Acreage	Timber Stand Acreage	Thinned	Un-thinned	Comments
1	955	387	0	387	
2	216	209	0	209	
3	3,068	1,681	1,102	579	3 <sup>rd</sup> row thin and within row thinning of leave rows. Unthinned timber is under contract with active timber harvest or is scheduled to be thinned.
4	1,262	853	648	205	3 <sup>rd</sup> row thin and within row thinning of leave rows. Unthinned timber is scheduled to be thinned.
5	1,347	679	414	265	3 <sup>rd</sup> row thin and within row thinning of leave rows. Unthinned timber is under contract with active timber harvest. Includes 32 acres clearcut planted w/LL pine.
6	418	233	233	0	3 <sup>rd</sup> row thin and within row thinning of leave rows.
7	1,011	491	491	0	3 <sup>rd</sup> row thin and within row thinning of leave rows.
8	761	307	0	307	
9	77	36	36	0	3 <sup>rd</sup> row thin and within row thinning of leave rows. Historic wet prairie.
10	1,045	574	566	8	3 <sup>rd</sup> row thin and within row thinning of leave rows.
11	562	139	139	0	3 <sup>rd</sup> row thin and within row thinning of leave rows.
12	1,214	624	436	188	3 <sup>rd</sup> row thin and within row thinning of leave rows. Unthinned timber is scheduled to be thinned.
13	1,246	518	0	518	
14	727	370	0	370	223 acres of MU scheduled to be thinned.
15	598	367	10	357	272 acres of MU scheduled to be thinned. Includes 23 acres of non-timbered areas from wildfire.
16	74	69	15	54	3 <sup>rd</sup> row thin and within row thinning of leave rows. Unthinned timber is scheduled to be thinned.
17	375	256	194	62	3 <sup>rd</sup> row thin and within row thinning of leave rows. Unthinned timber is under contract with active timber harvest.
18	228	153	121	32	3 <sup>rd</sup> row thin and within row thinning of leave rows. Historic wet prairie.
19	1,558	839	416	423	3 <sup>rd</sup> row thin and within row thinning of leave rows. Some thinning was

					completed after forest inventory.
20	477	349	177	172	3 <sup>rd</sup> row thin and within row thinning of leave rows. Some thinning was completed after forest inventory.
21	1,327	207	0	207	Historic upland hardwood forest.
22	432	359	0	359	
24	782	406	0	406	Unthinned timber is scheduled to be thinned.
25	1,577	801	801	0	3 <sup>rd</sup> row thin and within row thinning of leave rows.
26	15,113	203	0	203	81 acres of MU is scheduled to be sold.
27	1,394	585	0	443	142 acres of clear cut areas.
28	2,277	1,139	313	700	3 <sup>rd</sup> row thin and within row thinning of leave rows. Includes 126 acres of clear cut areas. Unthinned timber scheduled to be thinned.
29	677	484	484	0	3 <sup>rd</sup> row thin and within row thinning of leave rows.
31	402	77	77	0	3 <sup>rd</sup> row thin and within row thinning of leave rows.
32	389	101	101	0	3 <sup>rd</sup> row thin and within row thinning of leave rows.
33	293	113	111	2	3 <sup>rd</sup> row thin and within row thinning of leave rows.
34	1,191	235	143	92	3 <sup>rd</sup> row thin and within row thinning of leave rows. Unthinned acres are natural stands.
35	128	49	0	49	
36	411	110	0	110	
Total	43,612	14,003	7,028	6,707	268 acres of clear cuts

**Table 2: Joe Budd WMA Timber Management Units- Descriptions.**

Management Unit #	TMU Acreage	Timber Stand Acreage	Thinned	Un-thinned	Comments
1	183	98	98	0	3 <sup>rd</sup> row thin.
2	827	23	0	23	
3	228	28	6	22	3 <sup>rd</sup> row thin.
4	129	4	0	4	
5	82	79	0	79	
6	84	71	0	71	
7	132	107	0	107	
8	108	96	0	96	
9	87	75	0	75	
10	100	79	0	79	
11	35	27	0	27	
12	110	45	45	0	3 <sup>rd</sup> row thin, and within row thinning of leave rows.
13	127	107	107	0	3 <sup>rd</sup> row thin, and within row thinning of leave rows.

14	119	60	60	0	3 <sup>rd</sup> row thin, and within row thinning of leave rows.
15	340	109	109	0	3 <sup>rd</sup> row thin, and within row thinning of leave rows.
Total	2,591	1,008	425	583	

**Table 3: L. Kirk Edwards WEA Timber Management Units- Descriptions.**

Management Unit #	TMU Acreage	Timber Stand Acreage	Thinned	Un-thinned	Comments
2	199	29	0	29	
3	370	189	189	0	Timber thinned by previous land owner.
5	276	170	170	0	Timber thinned by previous land owner.
6	205	118	118	0	Timber thinned by previous land owner.
Total	2,591	1,008	425	583	

### **COMPONENTS OF THE SILVICULTURAL PLAN**

The Contractor shall prepare and deliver three comprehensive, management unit-based silvicultural plans that meets the stated intent of these specifications. The plans shall apply to all pine-dominated stands. Stands within management units are the basic unit for which prescriptions shall be written, but similar stands or management units may be grouped for efficiency of description and treatment. The components listed here are required. The deliverables will not be considered complete if one or more component is missing. Payment will not be made for incomplete management plan.

Elements of each plan shall include, but are not limited to, the following:

- GIS maps - GIS shapefiles/map (projection of Florida Modified Albers, GCS North American 1983 HARN datum). FWC will provide shapefiles of all management units. The Contractor may be expected to create or add stand polygons within management units
- Resource Assessment – use site and stand data to describe the site quality and productivity in terms of:
  - growth and yield potential
  - silvicultural history of stand (genetic improvement level of seedlings, fertilization, stand improvements)
  - the need for modification
  - choice of silvicultural systems
  - rotation age
- Management Unit Objectives – written narrative that identifies intermediate and long-term objectives
- Data Analysis and Diagnosis –
  - Include stand tables that summarize and display tree data, by species, that will serve as baseline for projections to be made with yield tables or growth models.
  - Describe each target stand including the desired product(s) and with a new stand table containing the number, species and sizes of trees targeted at each prescribed harvest and for each silvicultural system, as appropriate
  - Compare present and future stand tables, identify treatments needed to achieve that change for each silvicultural system
  - Model growth and yield; include both yield table and financial yield table
  - Estimate costs and yields, discounted to the present, for each treatment regime including silvicultural systems, regeneration harvests and regeneration methods
  - Identify and assess alternatives; provide implementation instructions

- Management Recommendations – outline a general set of treatments or operations over a long term (through regeneration harvest and regeneration for plantation pine); include treatment alternatives that will achieve intermediate targets and/or desired future conditions
- Activity/Harvest Schedule – list when each recommended treatment will take place; include project costs and revenues for each operation. Harvest schedules should be arranged, both spatially and temporally to reduce the need for multiple mobilization and demobilization
- Financial Summary – describe and summarize the costs and revenues listed in the activity schedule
- Acronymic key- describe all acronyms used in the documents

### **Data Format Standards**

Any reported data, including shapefiles, shall contain the following:

1. The data shall be provided using the following projection parameters:
  - a. Projection: Florida Modified Albers
  - b. Units: Meters
  - c. Datum: North American 1983 HARN
  - d. Spheroid: GCS North American 1983 HARN
  - e. 1<sup>st</sup> standard parallel: 24.000000
  - f. 2<sup>nd</sup> standard parallel: 31.500000
  - g. Central meridian: -84.000000
  - h. Latitude of projection's origin: 24.000000
  - i. False easting (meters): 40000.000000
  - j. False northing (meters): 0.000000
2. Files shall be in shapefile format. Shapefiles must have the associated metadata file populated for future reference
3. Data shall be formatted onto a DVD Rom that is downloadable using ArcGIS 9.1 or higher.

Documents shall be in standard Microsoft Office format; Word - .doc or .docx; Excel .xls or .xlsx, documents should also be provided in Adobe Acrobat Format, .pdf.

Copies of all maps provided in the final document will also be provided in .mxd format.

### **ELIGIBILITY**

The Vendor 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 FWC upon request. Work pursuant to this contract shall be completed by or under the supervision of a professional forester, certified through the Society of American Foresters or who are current and valid members of the Association of Consulting Foresters (ACF). Preference will be given to those who provide documentation that they are both Certified Foresters and members ACF. Eligible bidders must have completed at least one (1) similar project within the previous three (3) years. Written documentation of successful completion of such project(s) shall accompany the proposal and should contain sufficient descriptive detail and references to easily permit evaluation of this eligibility criterion.

**FWC 14/15-85  
COST SHEET**

Price shall be less any Federal or State sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Price shall include all necessary items to complete the project. The total project price will be used to evaluate the score for pricing as indicated in Attachment G.

Price for Aucilla WMA: \$ \_\_\_\_\_

Price for Joe Budd WMA: \$ \_\_\_\_\_

Price for L. Kirk Edwards WEA: \$ \_\_\_\_\_

**TOTAL PROJECT PRICE (ALL THREE (3) UNITS):** \$ \_\_\_\_\_

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 RESPONDENTS IN RESTRAINT OF FREEDOM OF COMPETITION.

Contractor \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Signed \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Print Name \_\_\_\_\_ Telephone \_\_\_\_\_



14/15-85  
**REFERENCES FORM**

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

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On the following pages, the respondent must provide the required information for a minimum of three (3) 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. All clients listed must be for the provision of software similar to that described in this solicitation. Confidential clients shall not be included. Any additional references listed, over the minimum of three required, will be considered in determining if the respondent has satisfied the requirements for the 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 last five (5) years (in effect during or after September 2008)** 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 for project for the Florida Fish and Wildlife – Region One and one project for the Florida Fish and Wildlife – Region Two, only one of the projects may be listed because the client, the Florida Fish and Wildlife, 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 respondents submit a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

**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:

**EXPERIENCE FORM**

Information should include a chronological list (starting with most recent experience first) of Proposer's experience, a description of the services provided for each operation, and duration of each project.

EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

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EXPERIENCE:

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Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**FWC 14/15-85**  
**ATTACHMENT A**

**FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION**  
**CERTIFICATES OF CONTRACT COMPLETION**

Project: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Cont # or DO #: \_\_\_\_\_  
FEID #: \_\_\_\_\_  
(Or Social Security #)  
Contract Date: \_\_\_\_\_ Total Amount \$ \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance. 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 this Contract have been paid in full accordance with their terms and conditions.

**CONTRACTOR**

\_\_\_\_\_  
Name:  
Title:  
Date:

**NOTARY**

STATE OF:  
COUNTY OF:

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, known (or made known) to me to be \_\_\_\_\_,

the

\_\_\_\_\_  
(Owner) (Partner) (Corporate Officer-  
give title)

of \_\_\_\_\_, Contractor (s),  
who subscribed and swore to the above instrument in my presence.

Personally known \_\_\_\_\_ Or Produced

\_\_\_\_\_  
Identification \_\_\_\_\_  
(Seal)  
Type of Identification Produced

Notary Public  
Type Name:  
My Commission Expires:

**COMMISSION'S CERTIFICATION**

I certify: That, to the best of my knowledge and belief, the work on the above named project has been satisfactorily completed under terms and conditions of the contract.

Project Manager: \_\_\_\_\_ Division/Office: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Site Visit Mandatory Attestation-Individual Bidder Attendance**  
**FWC 14/15-85**

The undersigned, having visited the sites associated with the specifications contained herein attest to the following:

*“We have examined the sites associated with the specifications contained herein and have familiarized ourselves with the site(s), site conditions, and have examined carefully the extent of the work needed.”*

\_\_\_\_\_  
**BIDDER NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**Date**

**Attachment C  
CERTIFICATIONS AND  
ASSURANCES**

The Commission will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)
- B. Certification Regarding Lobbying (31 U.S.C. 1352)
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)
- E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Contract.

**B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:



No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

#### **D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (If Contractor is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Contractor (if not an individual) will provide a drug-free workplace by the following actions:

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

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Contract, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.**

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Contractor also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through E above are true and correct.

\_\_\_\_\_  
(Signature and Title of Authorized Representative)

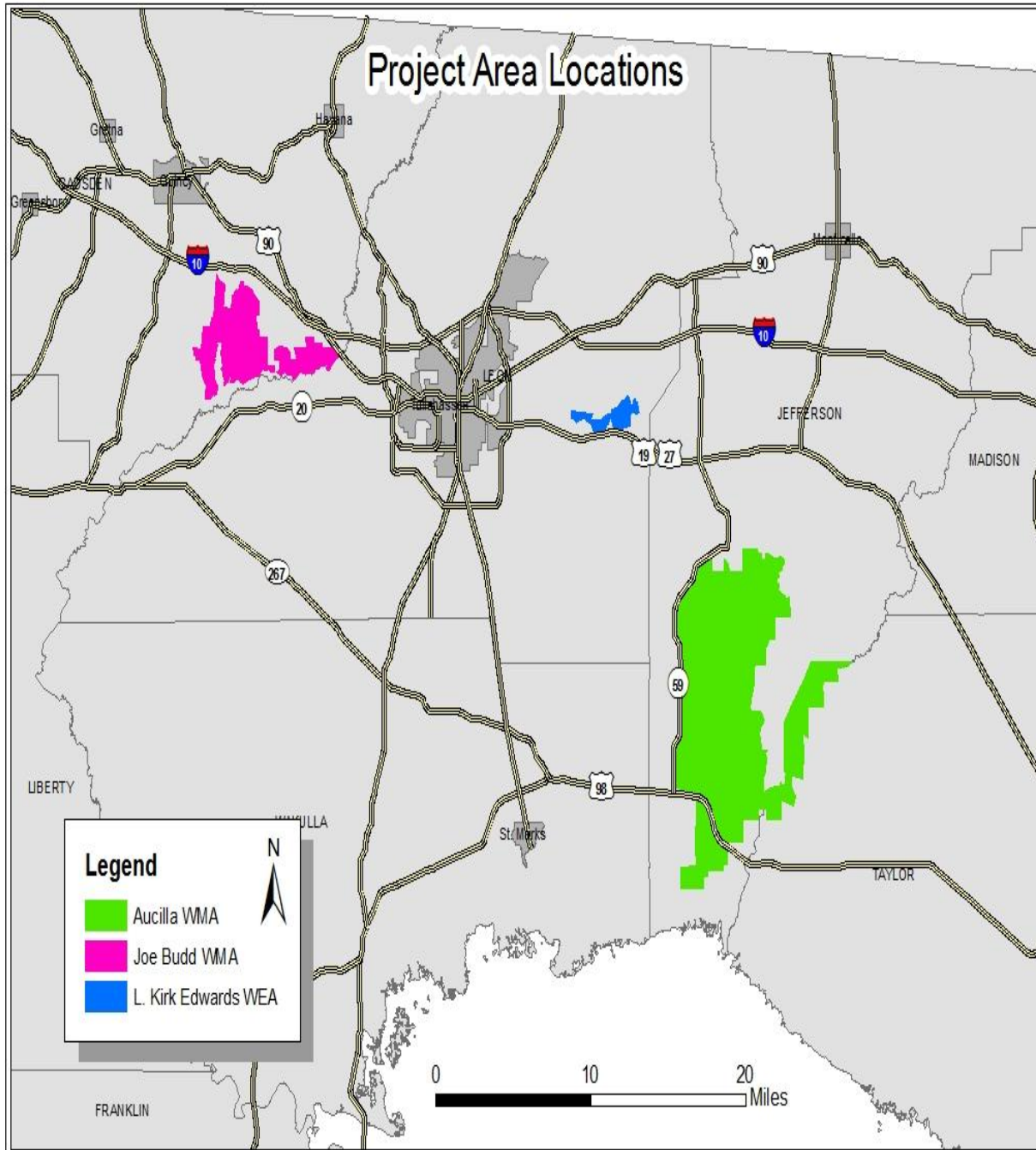
\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Street)

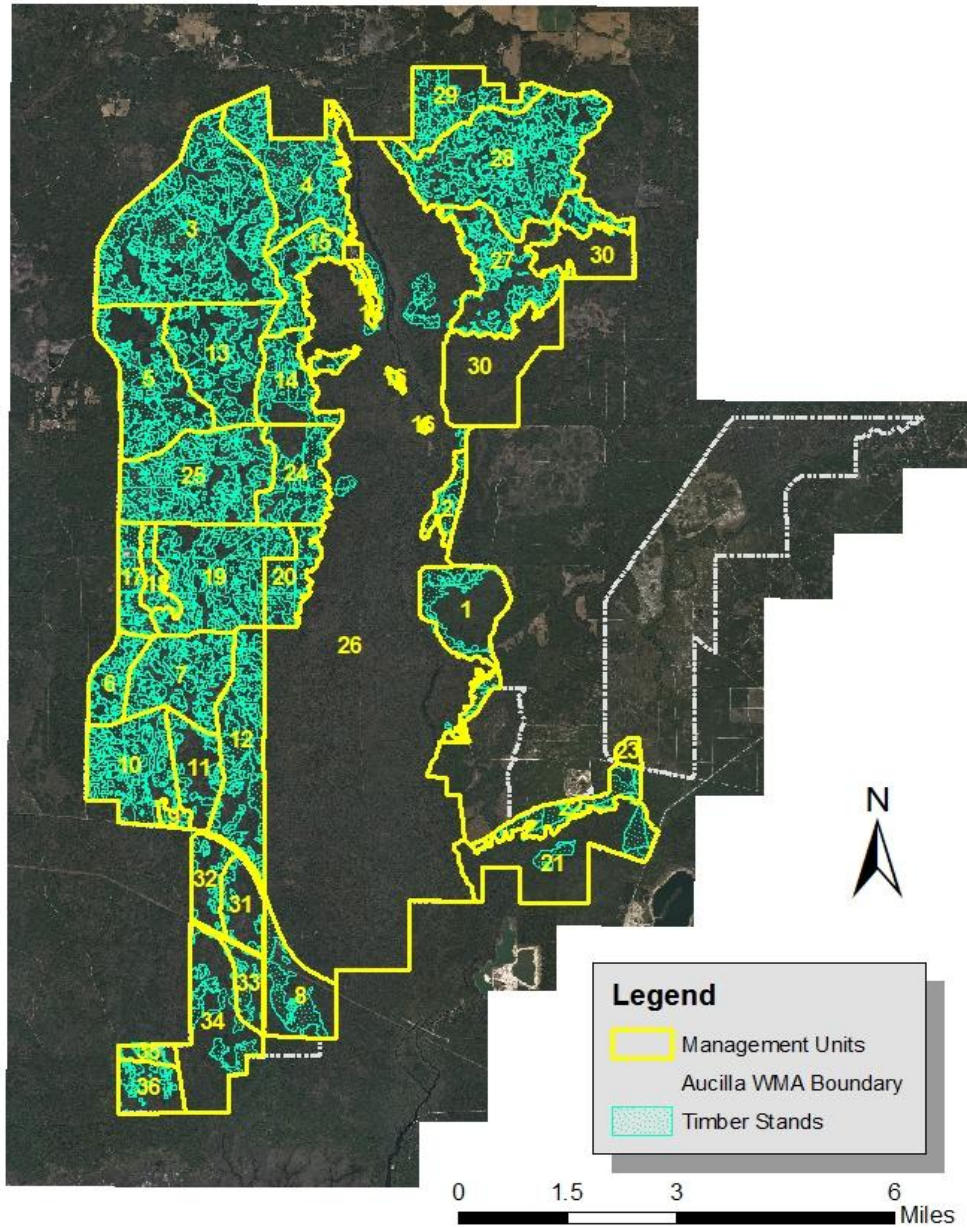
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(City, State, ZIP Code)

ATTACHMENT D  
PROJECT AREA LOCATIONS



ATTACHMENT E  
AUCILLA WMA UNIT & STAND MAPS

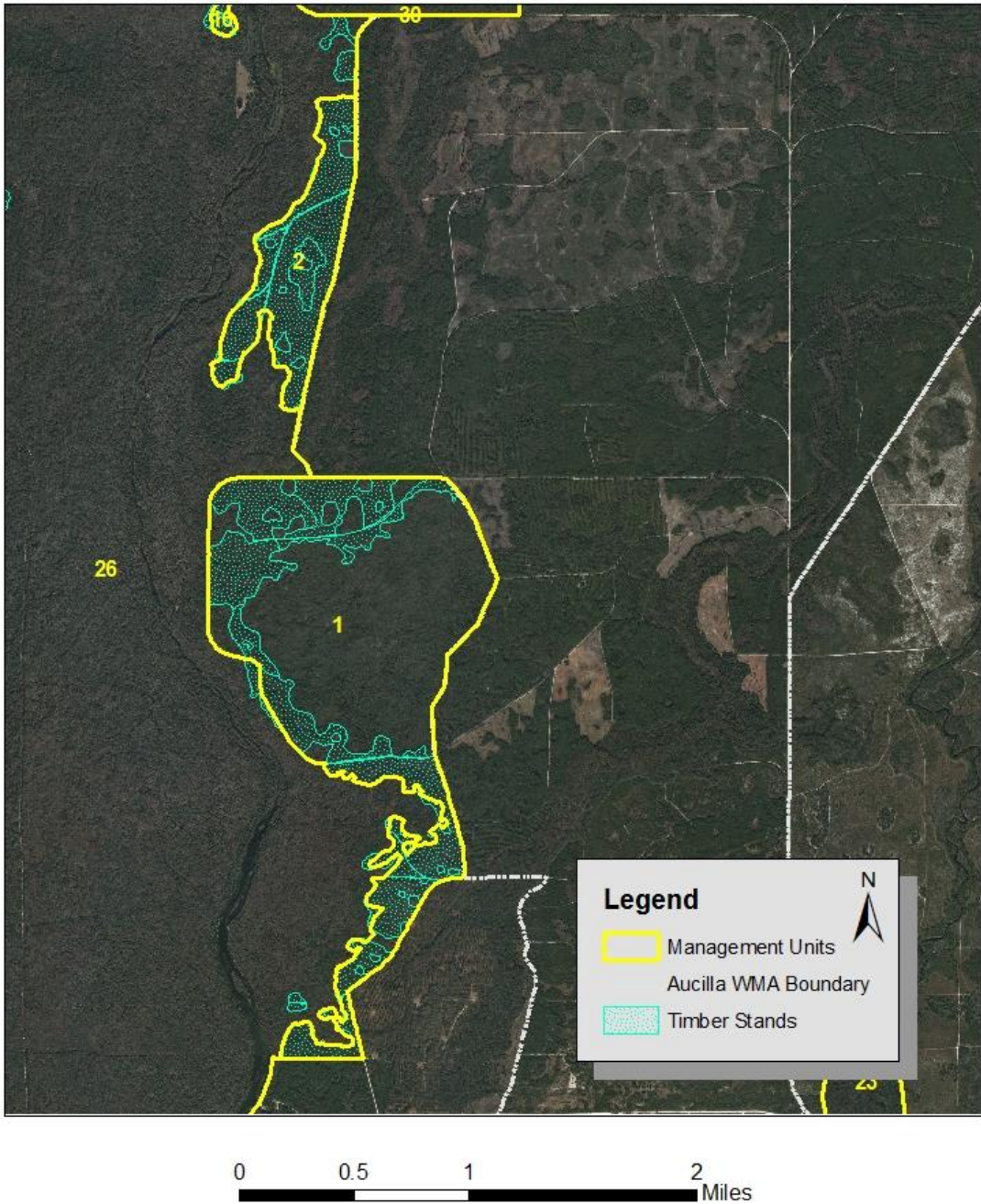
Aucilla WMA - Management Units & Timber Stands  
Overview





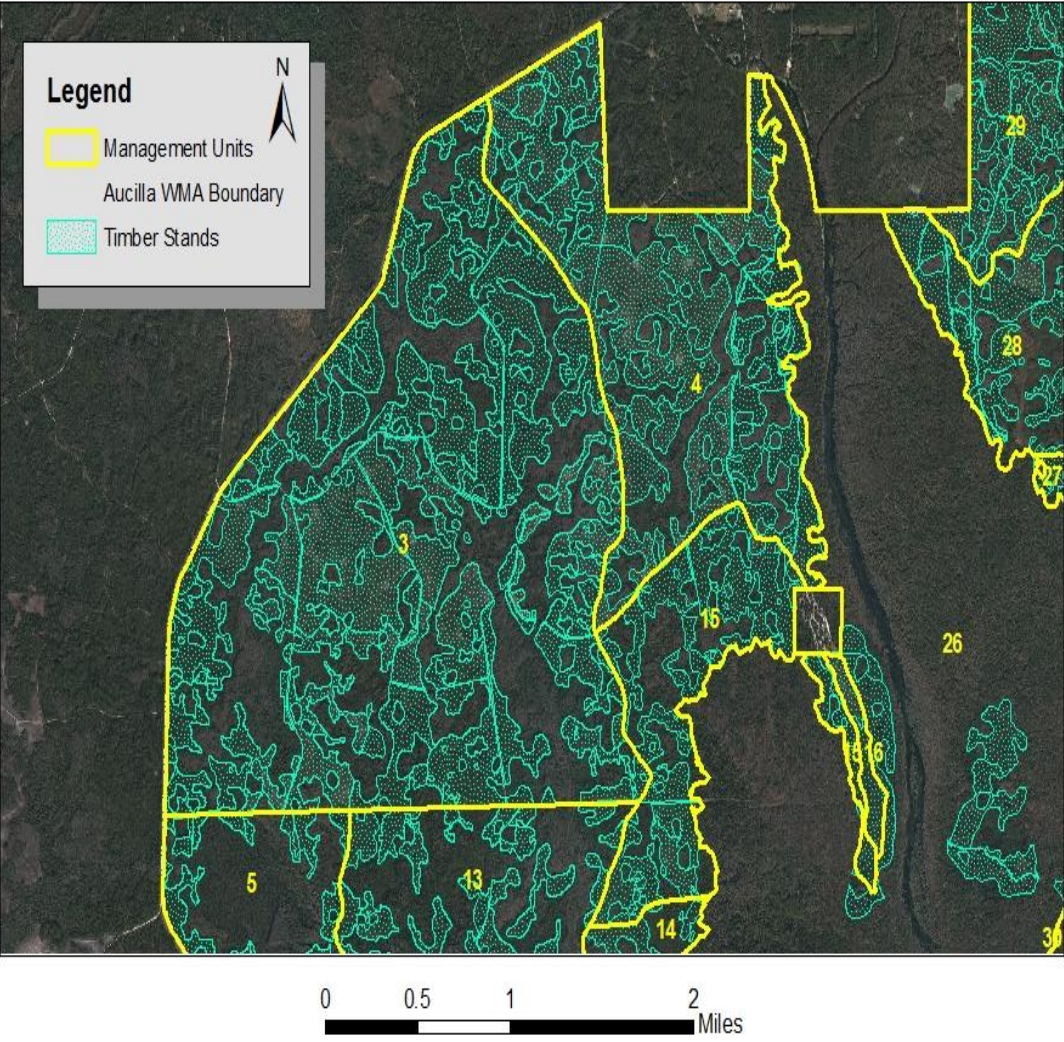
# Aucilla WMA - Management Units & Timber Stands

## Map 1



# Aucilla WMA - Management Units & Timber Stands

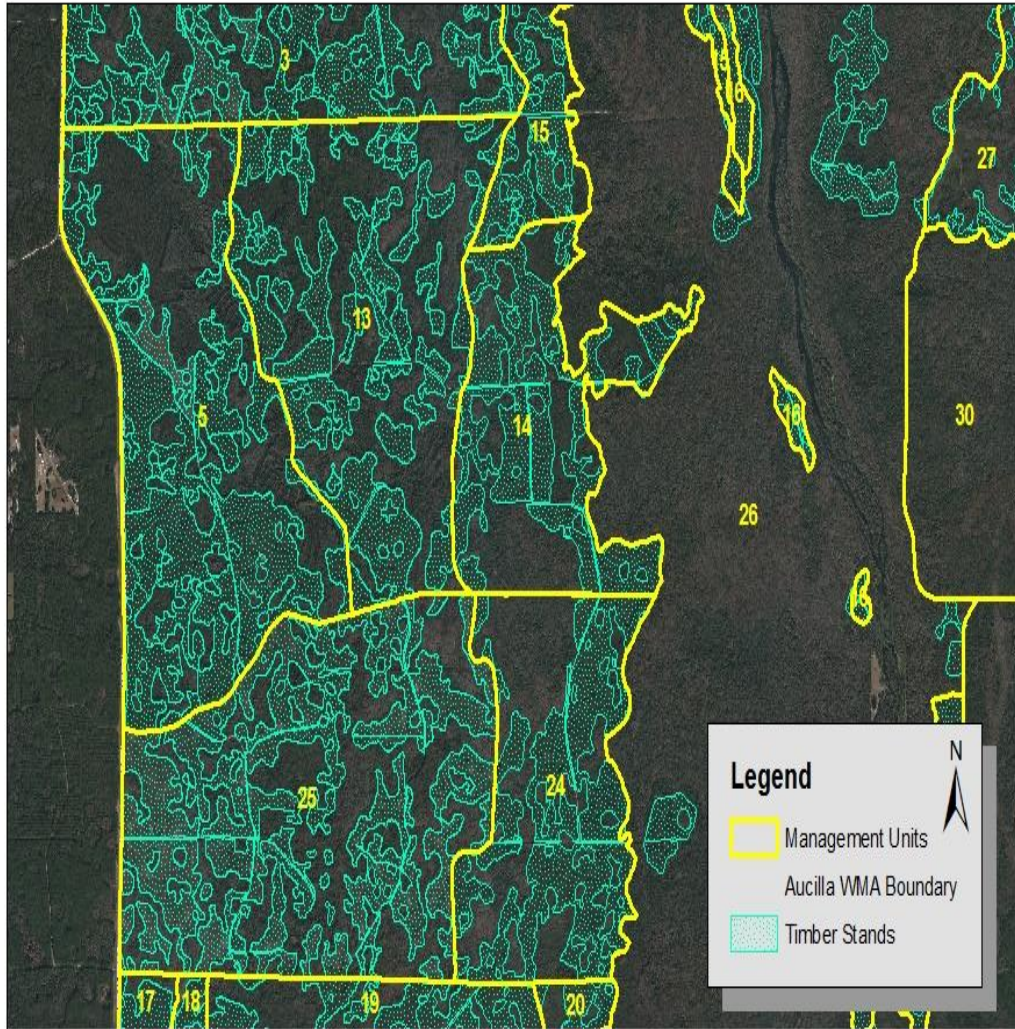
## Map 2





# Aucilla WMA - Management Units & Timber Stands

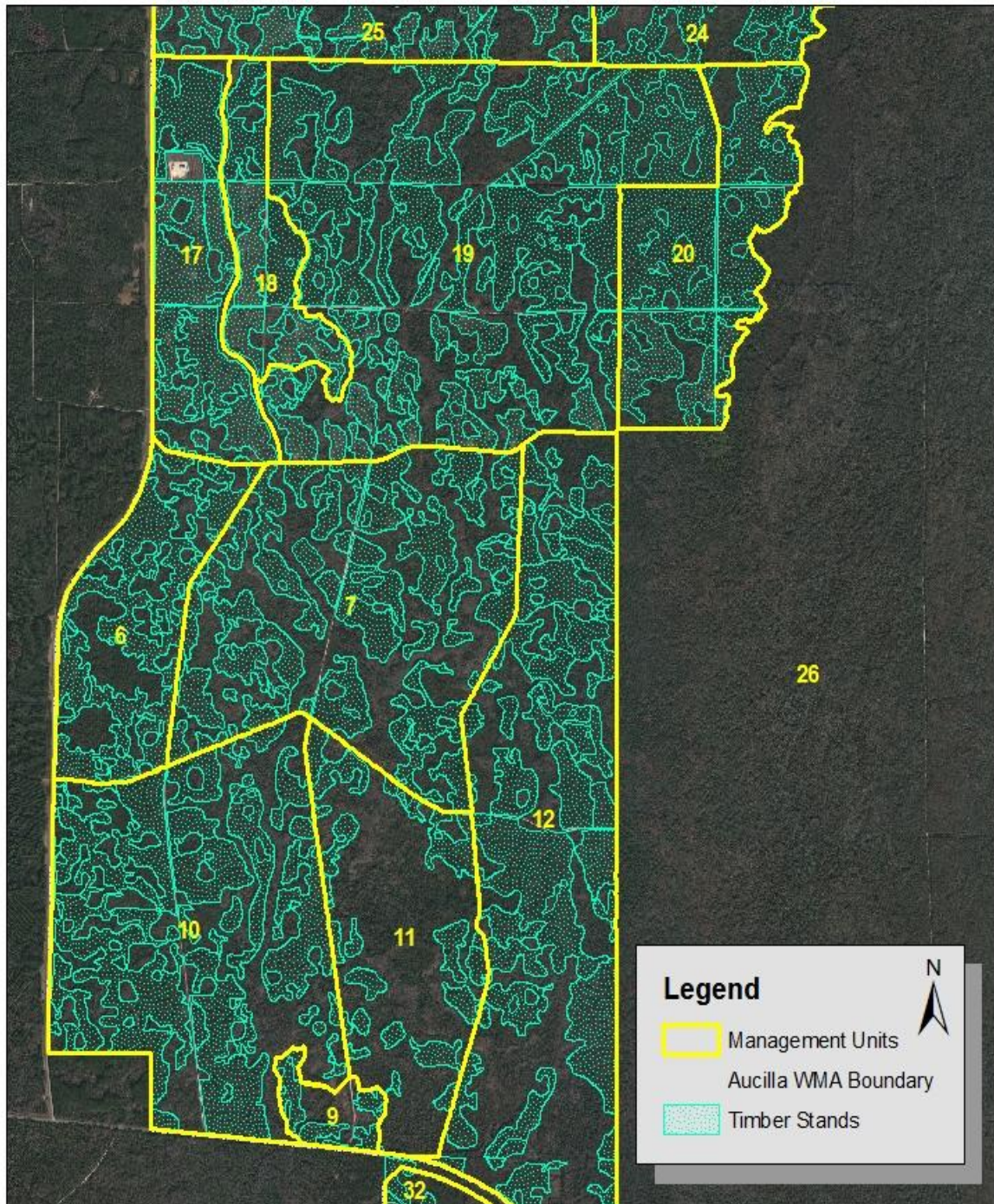
## Map 3





# Aucilla WMA - Management Units & Timber Stands

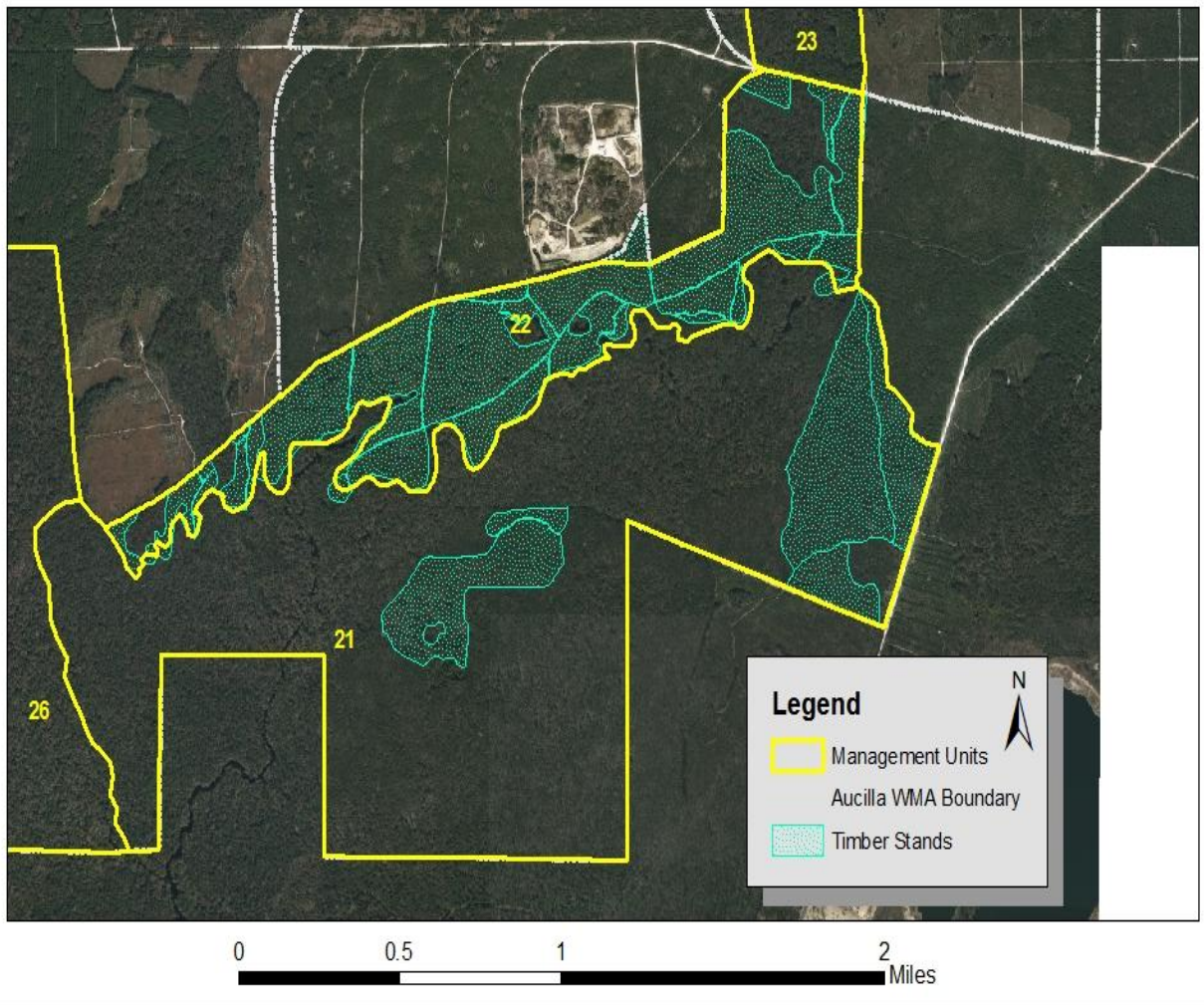
## Map 4





# Aucilla WMA - Management Units & Timber Stands

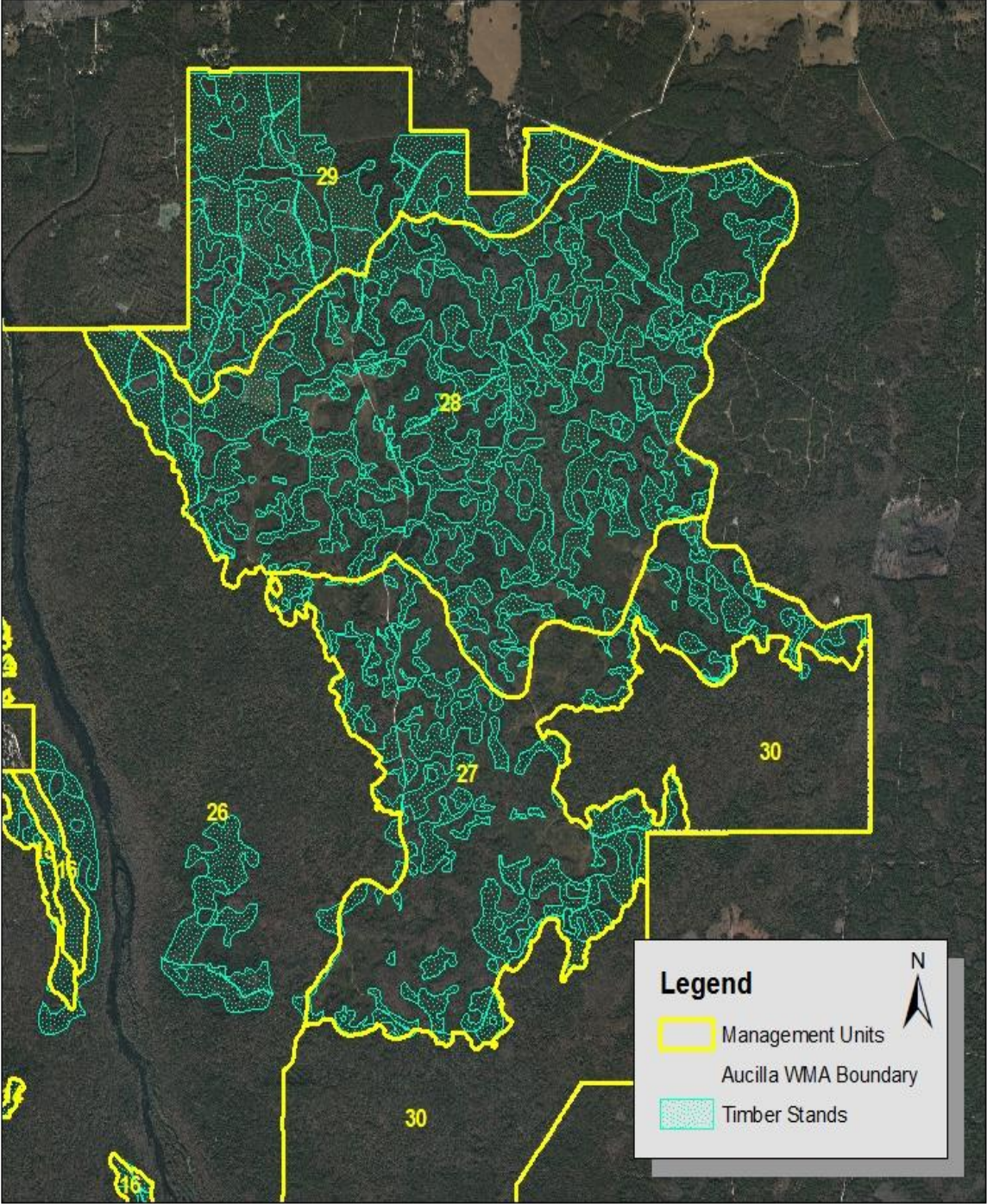
## Map 5





# Aucilla WMA - Management Units & Timber Stands

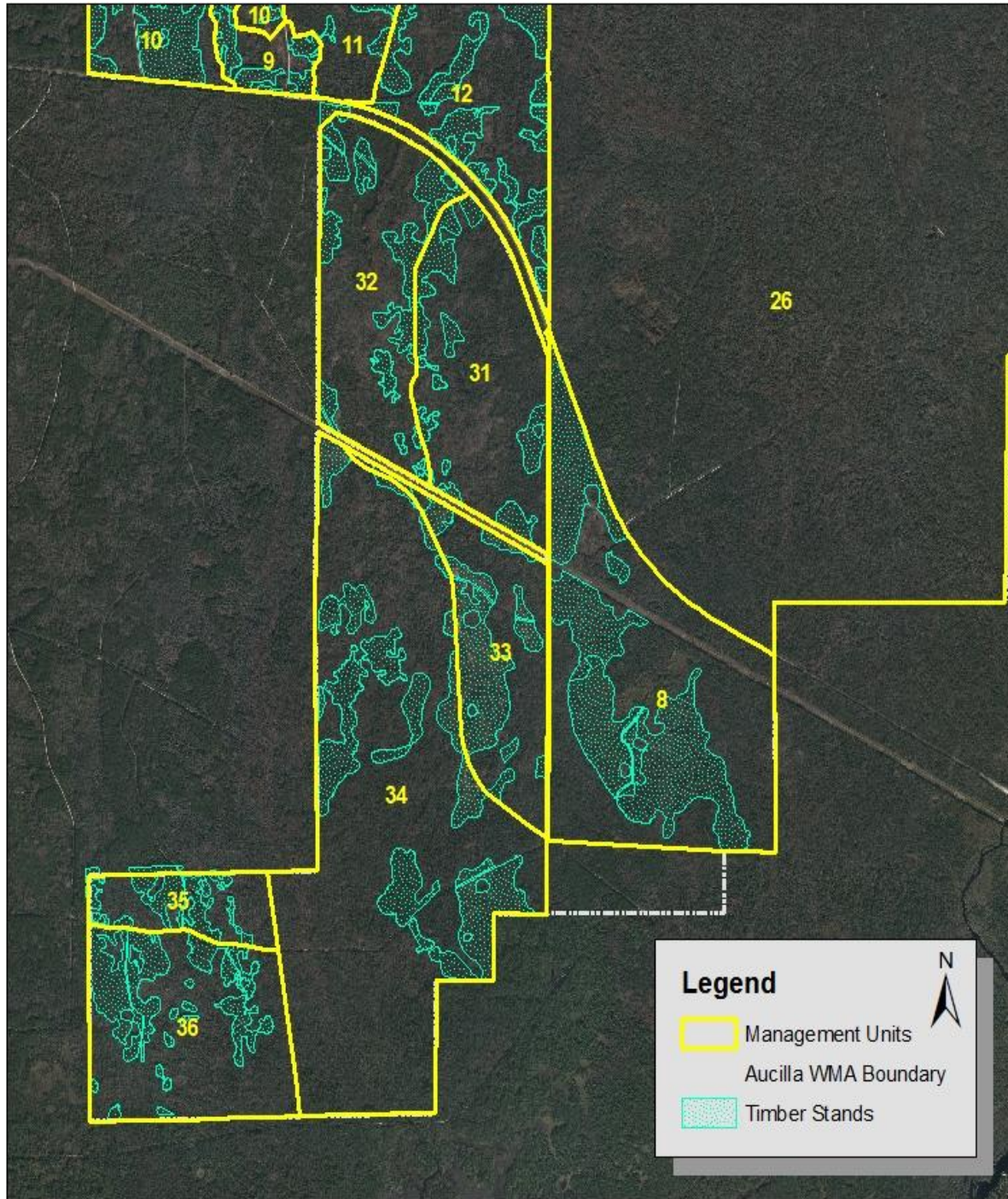
## Map 6





# Aucilla WMA - Management Units & Timber Stands

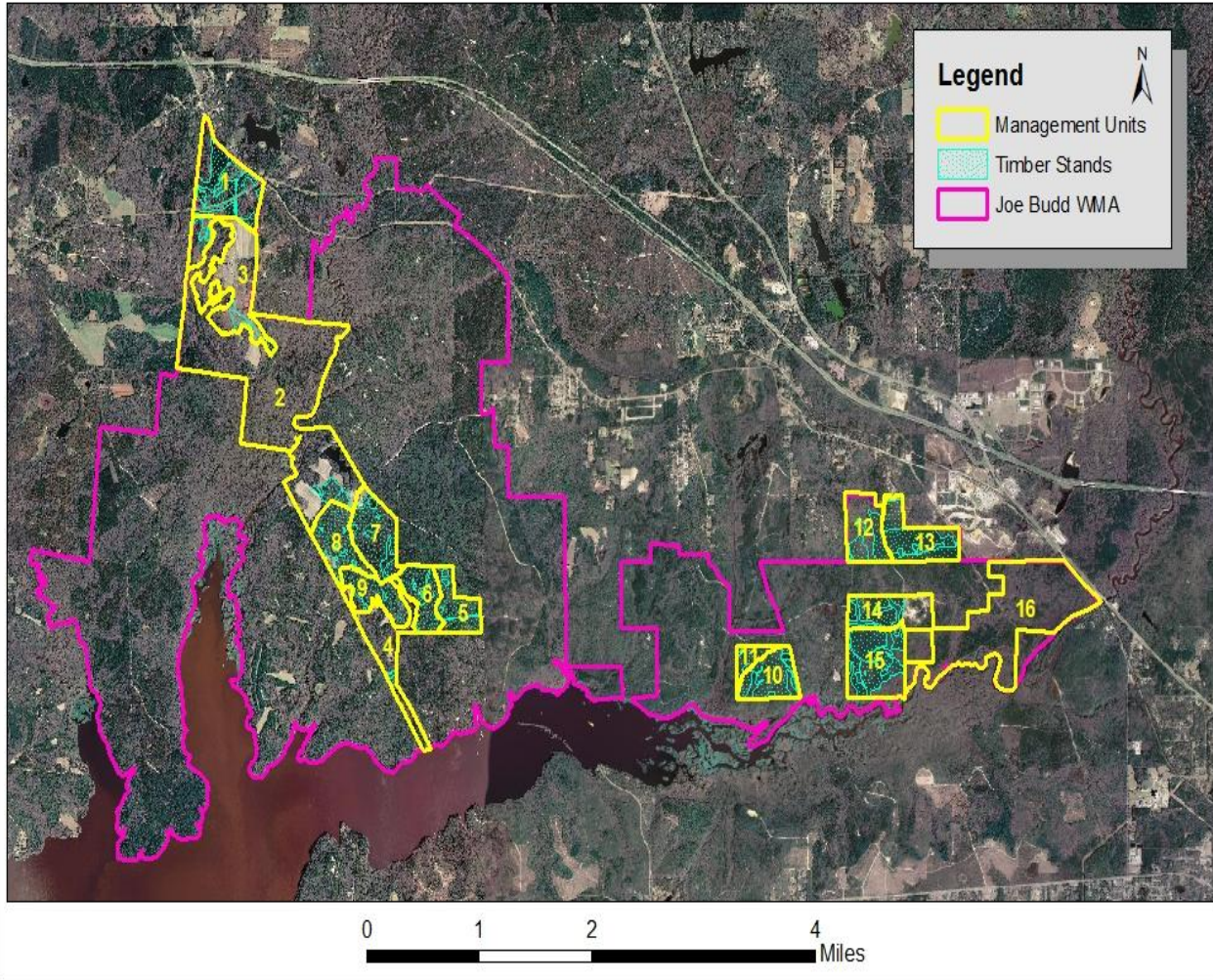
## Map 7





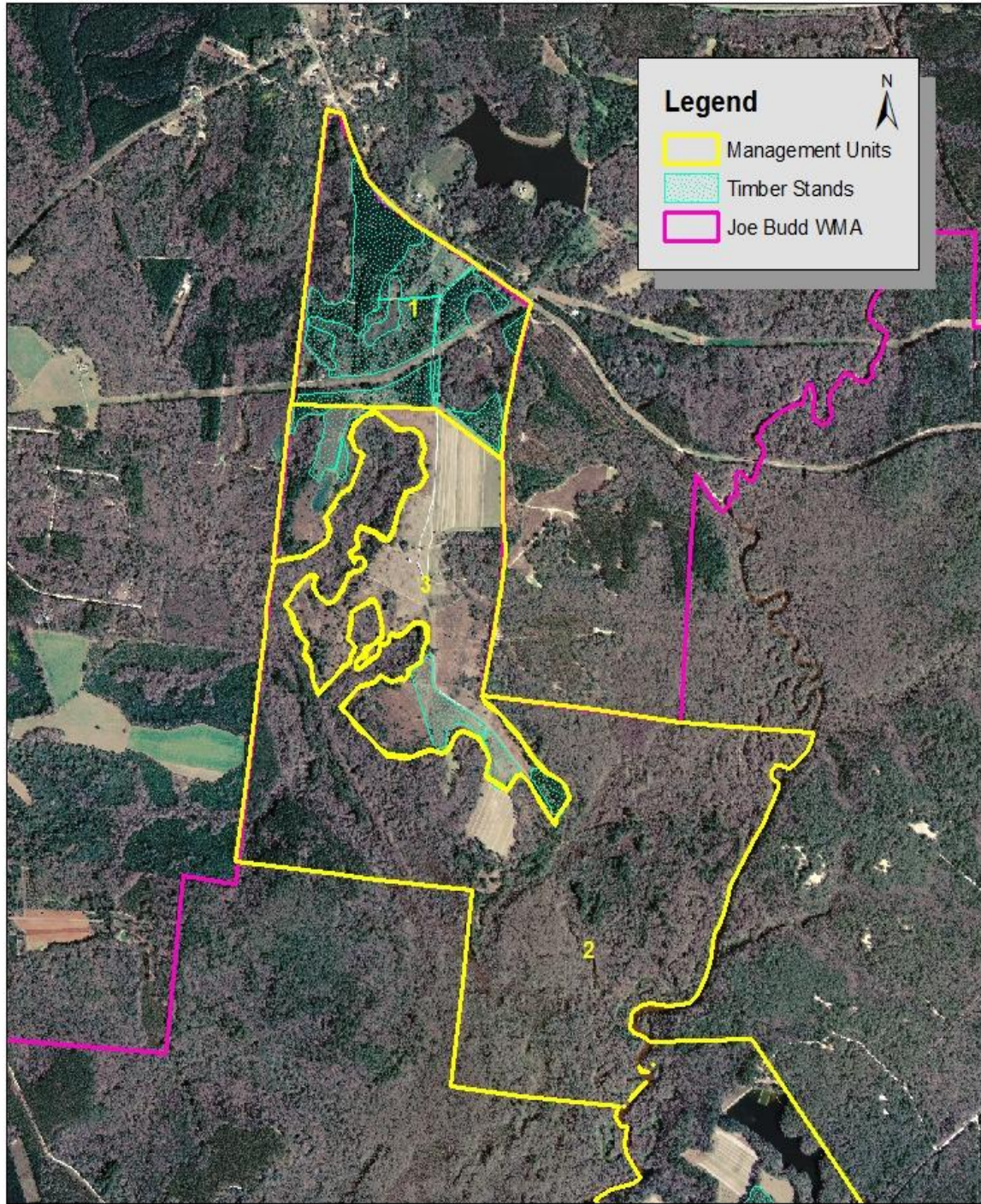
ATTACHMENT F  
JOE BUDD WMA UNIT AND STAND MAPS

Joe Budd WMA - Management Units & Timber Stands  
Overview





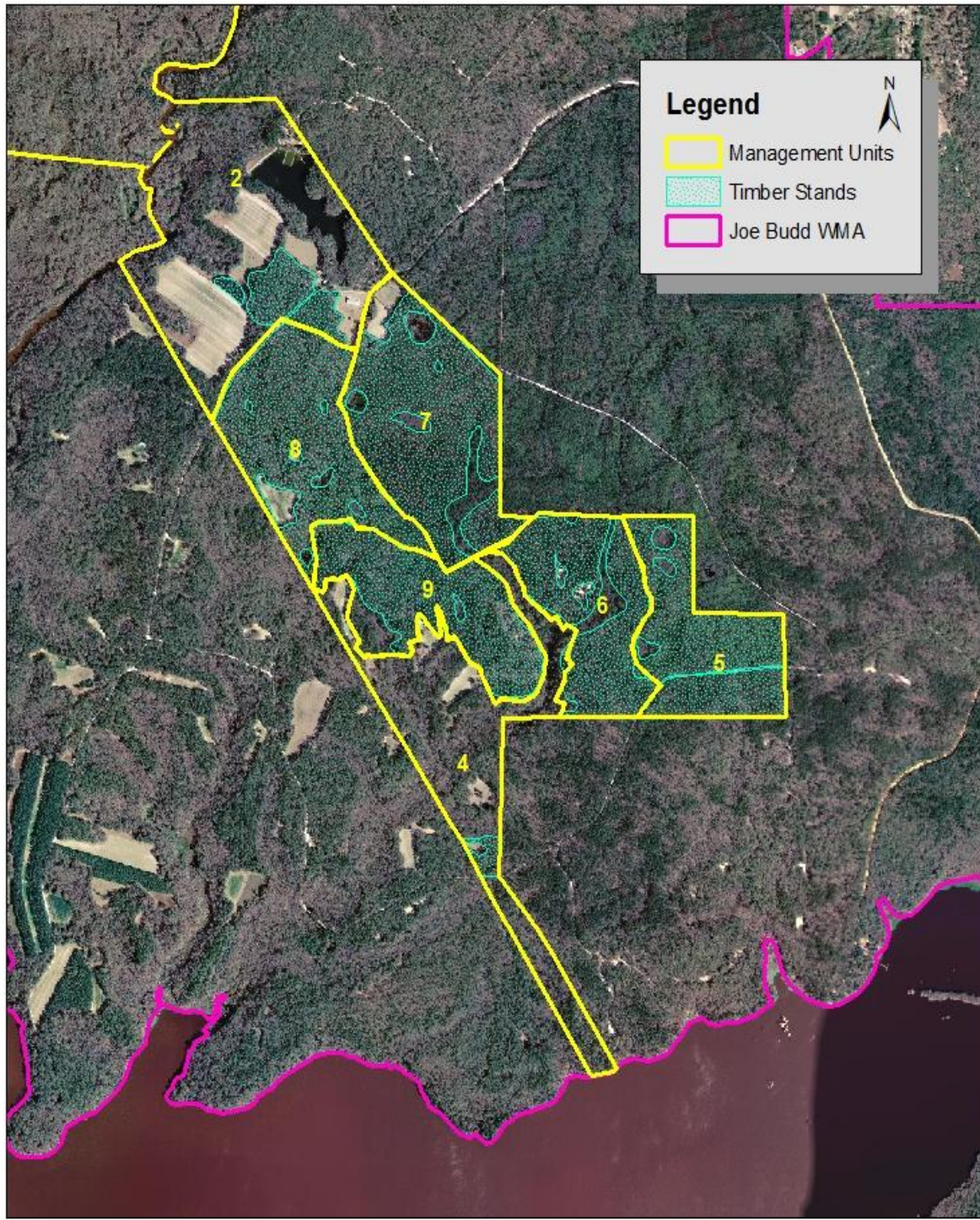
# Joe Budd WMA - Management Units & Timber Stands Map 1





# Joe Budd WMA - Management Units & Timber Stands

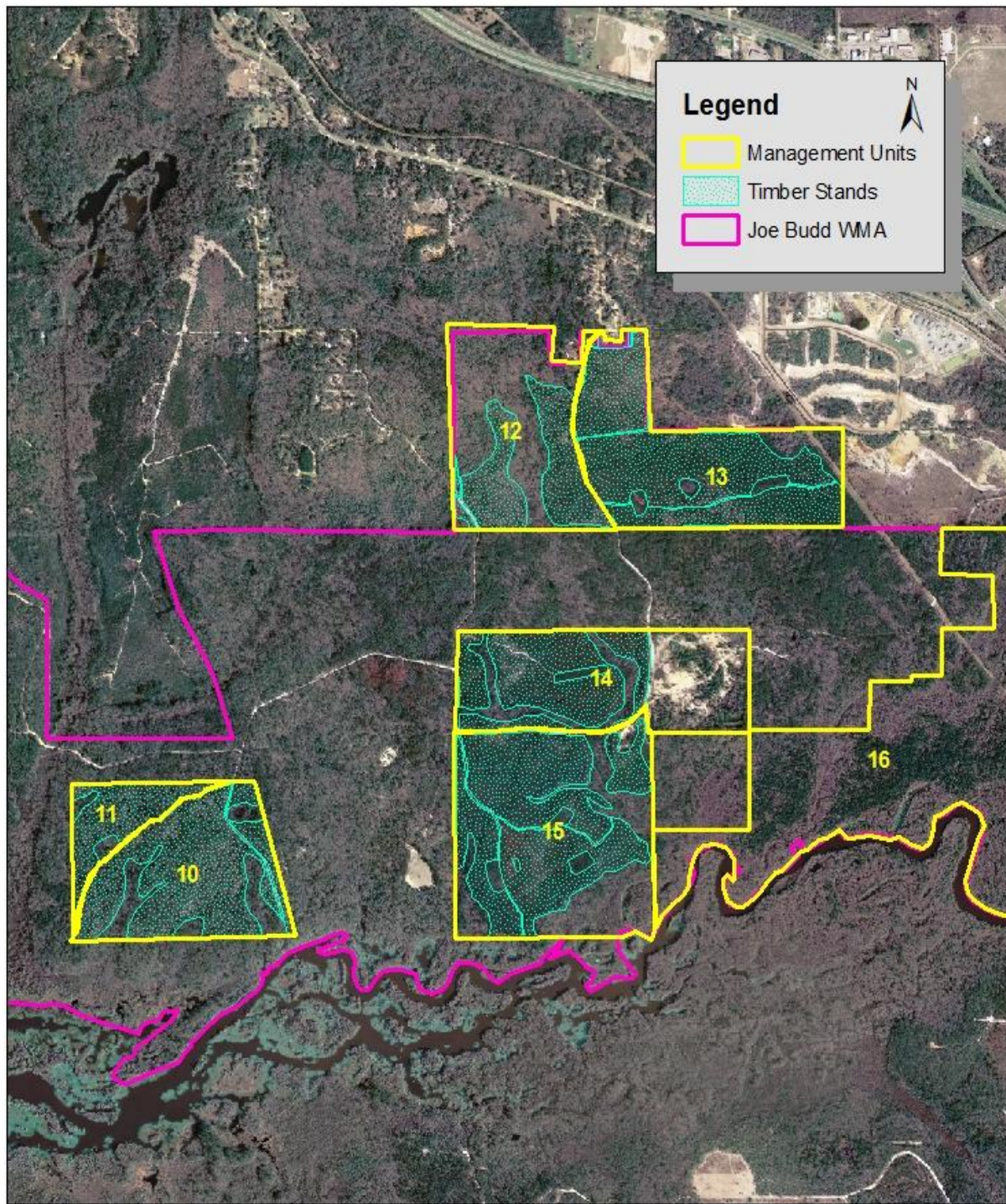
## Map 2





# Joe Budd WMA - Management Units & Timber Stands

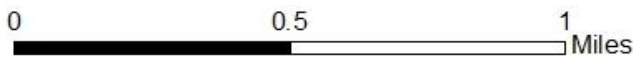
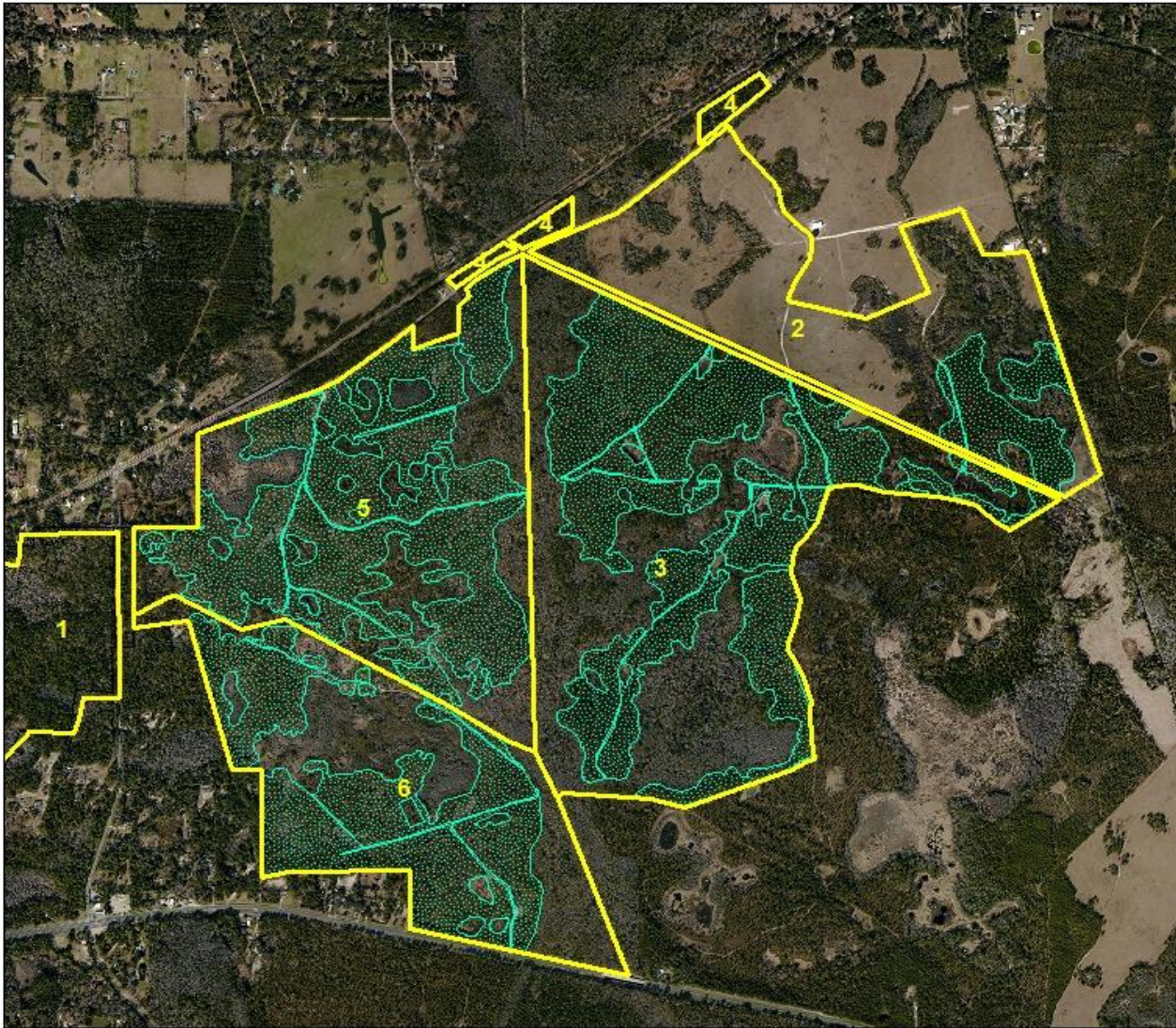
## Map 3





ATTACHMENT G  
L.KIRK EDWARDS WEA UNIT & STAND MAPS

### L. Kirk Edwards WEA Management Units & Timber Stands



**Attachment H**  
**PROPOSAL EVALUATION AND SCORING**

FLORIDA FISH AND WILDLIFE CONSERVATION  
COMMISSION

REQUEST FOR  
PROPOSAL  
FWC 14/15-85

FOREST MANAGEMENT PLANNING ON AUCILLA WILDLIFE MANAGEMENT  
AREA, JOE BUDD WILDLIFE MANAGEMENT AREA, AND L. KIRK EDWARDS  
WILDLIFE AND ENVIRONMENTAL AREA

PROPOSAL EVALUATION AND  
SCORING

A Proposal Evaluation Team was established to assist the Commission in the evaluation and selection of the highest ranking proposal. The Proposal Evaluation Team will only evaluate proposals that meet mandatory responsiveness requirements. Proposal Evaluation Team members will score proposals according to established criteria. The Proposal Evaluation Team, independently of one another will read each proposal before attempting to evaluate and/or assign points to any one proposal.

The Proposal Evaluation Team shall utilize the scoring guidelines, scoring criterion, and the attached scoring form for the evaluation of Proposer submissions.

NOTE: Through the evaluation process, the confidentiality and security of the proposals and the scoring process must be maintained. Proposal Evaluation Team members may not discuss any issue involving evaluation of proposals with other team members or FWC staff outside the Purchasing Office. ALL MATERIALS AND NOTES SHALL BE RETURNED TO THE PROCUREMENT MANAGER AT THE END OF THE EVALUATION PROCESS.

The evaluation of each proposal will involve the point scoring of criterion, scoring will be on a continuous scale, see scoring sheet below for maximum number of possible points per criterion. Questions have been developed for each particular category/area.

Each evaluator is encouraged to notate briefly the "reasons" for his/her scores, if necessary, on the score sheets in the space provided for comment. In general, the reasons should be very brief. Evaluators should include the page number(s) in the proposal that illustrates the reasons. If the proposer did not address the area in its proposal, the evaluator must score "0" and indicate "not addressed" or "not included in proposal." To earn a maximum score proposals must exceed minimum requirements; demonstrate superior understanding of the project, excellent and innovative programmatic capability, and have an outstanding approach and clarity in presentation.

Scoring should reflect the evaluator's independent evaluation of the proposer's overall response to each evaluation criterion. Each evaluator will enter a score for each criterion in the appropriate blank on the evaluation scoring sheet.

After each evaluator has completed his or her independent raw scoring of each proposal, each evaluator will sign and date the evaluation scoring sheets and return them with all other materials to the Procurement Manager.

REQUEST FOR PROPOSAL  
FWC 14/15-85

EVALUATION SCORE SHEET FOR: \_\_\_\_\_  
Vendor's Name

EVALUATION CRITERIA	POINTS
<b>Technical Services/Approach/Demonstration of Understanding - 45 points TOTAL</b>	
Does the response convey an understanding of the project requirements? Does the proposal demonstrate comprehension of FWC's goals for ecological restoration, its need to evaluate revenue potential, and the cost/ benefits of prescription options ? – 10 points possible	
Does the vendor provide details for how they would handle this project? Is their approach and methodology clearly stated, easily understood and appropriate? Are all of the required components of the plan addressed in the proposal? Have they provided examples or templates of the plan's design? Will the proposed design of the plan, its elements and content meet FWC's need for information to inform its decisions regarding selection of silvicultural systems, guide application of treatments, and its decisions regarding the timing and type of regeneration harvests? Are proposed models for evaluating prescriptions and projecting timber revenue appropriate? Has the vendor identified and proposed innovative methods or value-added components above those that are minimally required in the scope of services? – 25 points possible	
Does the vendor's proposed approach address conversion of pine plantation and natural stands to structurally diverse, uneven or all-aged stands and conversion of slash and loblolly stands to ones dominated by longleaf pine? Does the proposed approach address conversion of stands to historic wet prairie? Does the response state how to manage stands that have been previously under-planted with longleaf pine? – 10 points	
SUB-TOTAL	
<b>Management/Experience and Ability – 25 points TOTAL</b>	
Does the proposal include a list of proposed project managers and their experience? What is the relative experience level of the individual or team that will be assigned to this project? Has the company provided a description of their business experience for services similar to the Scope of Services the services requested? Have they worked previously with governmental clients? – 10 points possible	
Has the vendor demonstrated that they have experience successfully applying ecological forestry principles and forest restoration techniques, especially longleaf pine regeneration techniques and conversion of stands to longleaf pine? – 8 points possible	
What is the relative educational level of professional and technical staff who will be assigned to this project? Does it include post-graduate degrees? Specialized and advanced training in forest economics or forest econometrics? Has the vendor listed and documented additional professional certifications or continuing education credits held by its project manager or other teams members that could contribute to this project? – 5 points possible	
The eligibility specifications require that one or more professional foresters who will supervise or are otherwise assigned to this project must be a Registered Forester certified through the Society of American Foresters (SAF) or be valid and current member(s) of the Association of Consulting Foresters (ACF). Is the vendor or a member of their team who will work on this project both certified through SAF <u>and</u> a current member of ACF and have they provided documentation of such? – 0 or 2 points	
SUB-TOTAL	

EVALUATION CRITERIA	POINTS
Price – 30 points TOTAL	
<p>Note: The following price formula will be used to determine the number of points added to the scores of the offers under review.</p> <p>Price Factor=(a/n) x (b) = c</p> <p>Where:</p> <p>a- Lowest proposed price  n- Proposed total* price for Respondent under review  b- Number of maximum points awarded for lowest proposal  c- Score awarded to next total* lowest price</p>	
Comments:	
TOTAL POINTS (DETERMINED BY PURCHASING)	

\_\_\_\_\_  
**Evaluator's Name (Printed)**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Evaluation Date**